City and County of San Francisco

Willie Lewis Brown, Jr., Mayor
Edwin M. Lee, Director

(415) 558-4000
FAX (415) 558-4519
http://www.sfdpw.com

Department of Public Works
Project Management Division
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102-6020
James Chia, Acting Assistant City Engineer

LETTER OF TRANSMITTAL

TO: Signatory Departments

DATE: October 1, 2001

FILE NO: 6094Q

SUBJECT: Waterfront Transportation Projects
Mid Embarcadero Roadway

We are sending you:

[X] Attached
[ ] Prints
[ ] Plans
[ ] Copy of Letter
[ ] Other

Copies	Date	Description
1	6-21-01	Maintenance Agreement

These are transmitted as checked below:

[ ] For Approval
[X] For Your Information
[ ] As Requested
[ ] For Review and Comments
[ ] Other

Remarks:

Enclosed please find a copy of the fully executed Mid-Embarcadero Maintenance Agreement for your records.

Mosqueda
Judi Mosqueda

cc: Elizabeth Goldstein, Kevin Barteaux – Recreation and Park Department
Doug Wong, Ed Byrne - Port
Ed Lee, Harlan Kelly, Mohammed Nuru, John Cone, James Chia, Steve O'Sullivan - DPW

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Project Management Division
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James Chia, Acting Assistant City Engineer

June 21, 2001

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension and Surface Street and Transit Improvements Project

Parties to this Agreement:

The Department of Public Works (DPW); Recreation and Park Department (Rec/Park); and the Port of San Francisco (the Port).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project and Surface Street and Transit Improvements Project. See Attachments A and B for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   Maintenance of The Embarcadero and Davis Street street lighting shall be performed by the Bureau of Heat Light and Power (BLHP) as detailed in the Waterfront Transportation Projects MOU.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights will be owned and maintained by Rec/Park. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt,

low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. The Public Transportation Department (PTD) will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving and Concrete Walls:

1. Paving in Right of Way
   The manufactured stone pavers located between palm trees along The Embarcadero's southbound sidewalk fronting Block 202 and Justin Herman Plaza shall be maintained by DPW. Maintenance shall include sweeping and repair of pavers.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art elements within the project area, as detailed in the Waterfront Transportation Projects MOU.
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   Concrete and brick paving within Justin Herman Plaza North and South and the North and South Belvedere Areas shall be maintained by Rec/Park; including sweeping and cleaning, and janitorial and trash services. Replacement and repair work of the paving shall be performed by Rec/Park. Graffiti removal on the precast concrete walls shall be performed by DPW. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance of the granite paving shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Blocks 202 and 203
   Rec/Park shall maintain concrete pathways and concrete retaining walls. Maintenance shall include sweeping and repair of concrete. DPW shall perform graffiti removal on concrete retaining walls on Block 203 at Davis Street.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as decided in the Waterfront Transportation Projects MOU, except as detailed below in items 2 and 3.

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In Witness Whereof, the parties hereto execute this Maintenance Agreement as of the last date set forth below.

DEPARTMENT OF PUBLIC WORKS

Edwin M. Lee, Director

Date: 7-30-01

RECREATION AND PARK DEPARTMENT

Elizabeth Goldstein, General Manager

Date: 6 August 2001

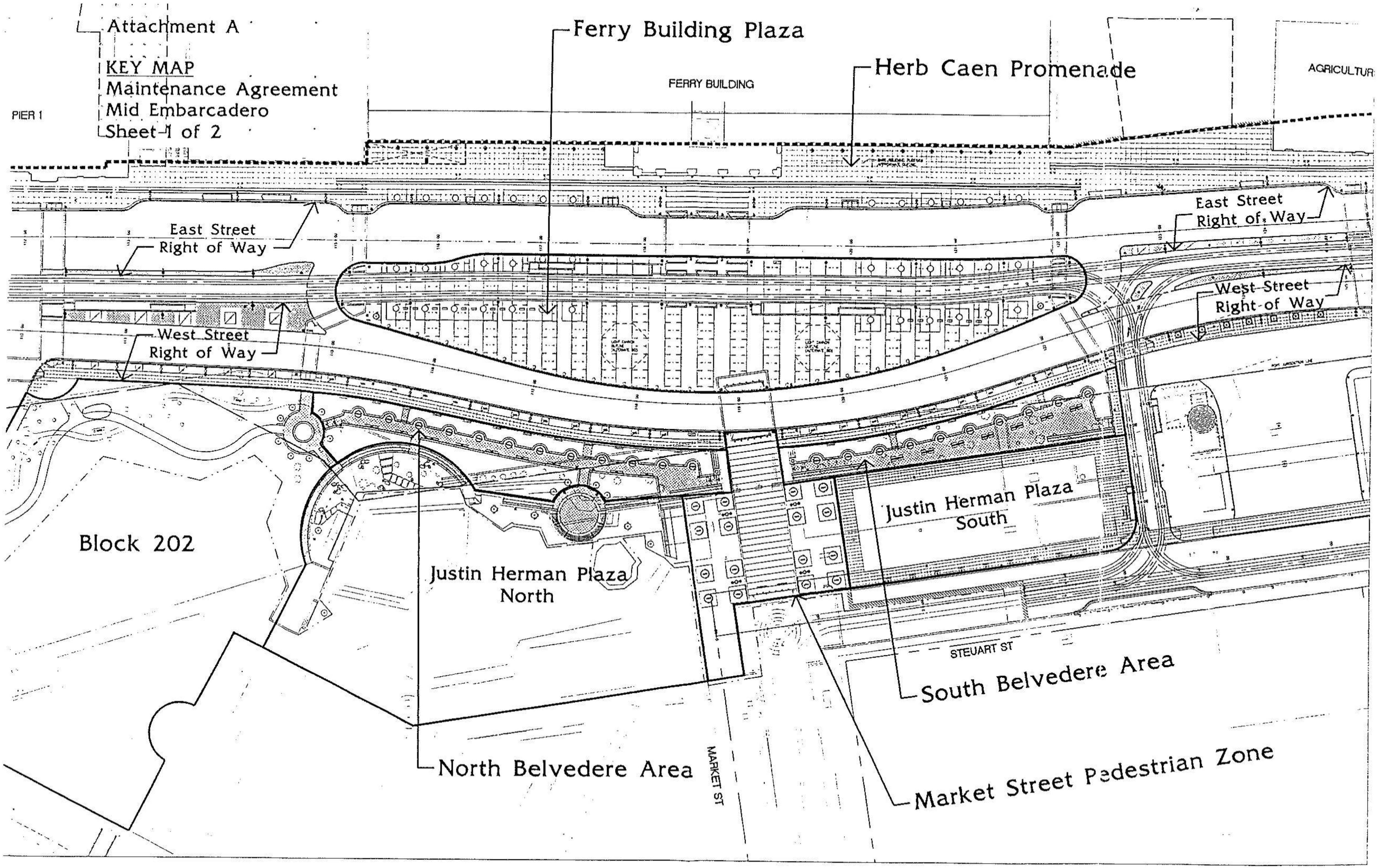
PORT OF SAN FRANCISCO

Doug Wong, Executive Director

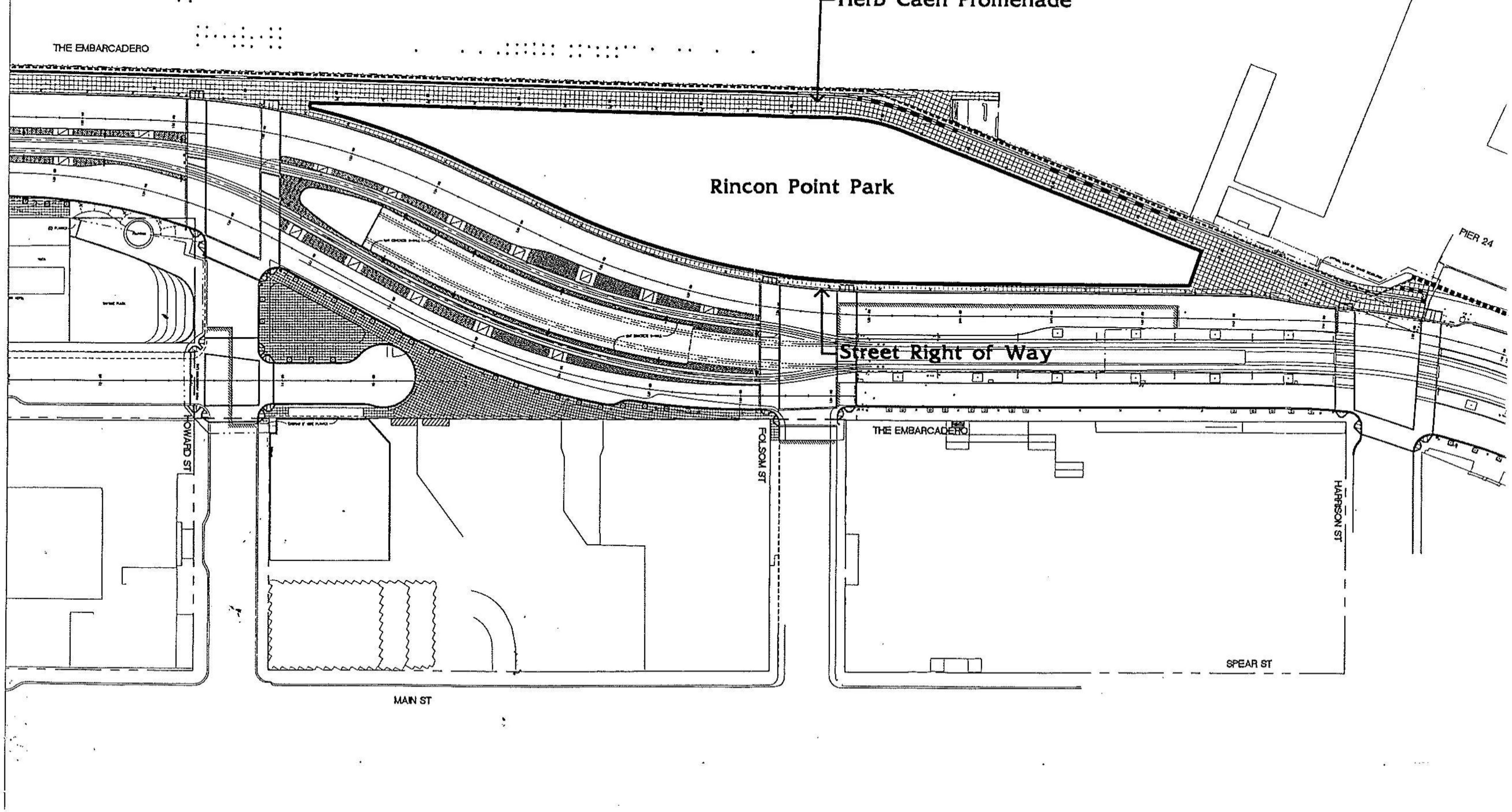
Date: 9-5-01

Attachment A

KEY MAP
Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2

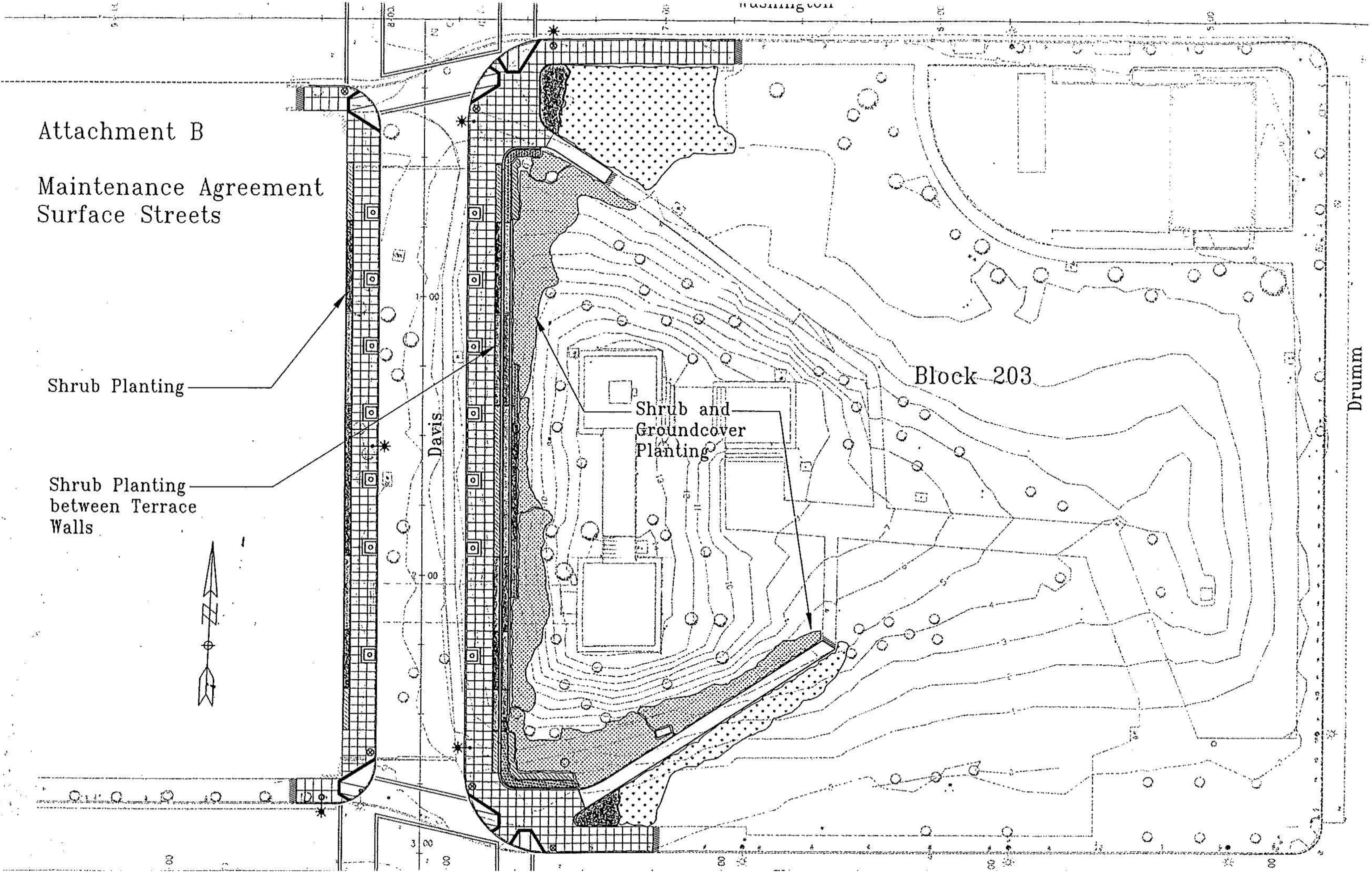

Ferry Building Plaza
Herb Caen Promenade
FERRY BUILDING
AGRICULTUR
PIER 1
East Street Right of Way
East Street Right of Way
West Street Right of Way
West Street Right of Way
Block 202
Justin Herman Plaza North
Justin Herman Plaza South
STEUART ST
MARKET ST
North Belvedere Area
South Belvedere Area
Market Street Pedestrian Zone

KEY MAP
Maintenance Agreement
Mid Embarcadero
Sheet 2 of 2


Herb Caen Promenade
THE EMBARCADERO
Rincon Point Park
PIER 24
Street Right of Way
HOWARD ST
FOLSOM ST
THE EMBARCADERO
HARRISON ST
SPEAR ST
MAIN ST

Attachment B

Maintenance Agreement Surface Streets


Washington
Block 203
Drumm
Davis
Shrub Planting
Shrub Planting between Terrace Walls
Shrub and Groundcover Planting
1+00
2+00
3+00

City and County of San Francisco

Department of Public Works
Project Management

August 17, 2000

FINAL DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension and
Surface Street and Transit Improvements Project

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3. Justin Herman Plaza:
   Boston Properties
   Concrete and brick paving within Justin Herman Plaza North and South and the North and South Belvedere Areas shall be maintained by Rec/Park; including sweeping and cleaning, and janitorial and trash services. Replacement and repair work of the paving shall be performed by Rec/Park. Graffiti removal on the precast concrete walls shall be performed by DPW. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance of the granite paving shall include sweeping, steam cleaning, replacement, and repair work.
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   DPW shall remove graffiti and replace receptacles as needed.
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   BP
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.

4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Blocks 202 and 203
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
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B:P

3. Ferry Building Plaza
   DPW shall maintain all London Plane trees and their irrigation system within the plaza.
4. Rincon Point Park
   The Port, as per previous agreements, shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Blocks 202 and 203
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover. Shrub planting and its irrigation along Davis Street shall be maintained by Rec/Park.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 26, 1998.

City and County of San Francisco

Department of Public Works
Project Management

🟩 Rec Park

🟦 DPW

🟥 Boston Prop. (per separate MOU)

August 17, 2000 FINAL DRAFT

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   ~~Rec. Park~~ stet
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APPROVED: Mike Morlin
MIKE MORLIN
ASSISTANT SUPERINTENDENT

7-25-01
DATE

City and County of San Francisco

Department of Public Works
Bureau of Engineering

Project Management Division

LETTER OF TRANSMITTAL

TO: KEVIN BARTEAUX
Recreation & Park Dept.
McLaren Lodge, Golden Gate Park
501 Stanyan Avenue, 94117
(415) 831-2787

Date: July 17, 2001 File No: 6094Q

Subject: Mid-Embarcadero Maintenance Agreement.

Copies	Date	Description
1	07/17/2001	Mid Embarcadero Maintenance Agreement

These are transmitted as checked below:

( ) For Approval
( ) For your information
( ) As Requested

( ) For review and comment
(X) Signature
( ) Other

REMARKS:

Please have Elizabeth Goldstein sign and **messenger** back to me. Thanks

Signed: Mosqueda
Judi Mosqueda

City and County of San Francisco

Department of Public Works
Project Management

December 27, 1999

DRAFT

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   previously agreed to be maintained by DPW

   Check if okay w/ our people
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   Can we possibly get DPW to perform graffiti removal?

   power washing -
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   DPW shall maintain all street trees within the project limits, including London Plane trees lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. Rec/Park shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; and their irrigation system. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. Rec/Park shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
   located in Belvedere Area, Not JHP North.
3. Ferry Building Plaza
   DPW shall maintain all London Plane trees and their irrigation system within the plaza.
4. Rincon Point Park
   The Port, as per previous agreements, shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Blocks 202 and 203 — New
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover. Shrub planting and its irrigation along Davis Street shall be maintained by Rec/Park. ✓ — New
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

City and County of San Francisco

Department of Public Works
Project Management

September 2, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The Four Embarcadero Center Venture (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will

perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. Belvedere paving shall be maintained by BP/EC; including sweeping and cleaning. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by BP/EC and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC. BP/EC shall be responsible for graffiti removal on any wall surfaces in Justin Herman Plaza.
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.

Received input from our attorney's who reviewed the agreement for 'liability' language and he has modified as follows:

Under Parties to This Agreement: change "The Boston Properties/Embarcadero Center (BP/EC) to read "Four Embarcadero Center Venture (BP/EC)"

Add new paragraph:

'It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of BP/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BPEC shall have no responsibility, obligation or liability whatsoever to any of the parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, in the performance of the undertakings set forth in this agreement.'

Please forward this information on the parties that are reviewing the agreement.

Thanks, Bonnie

Please add:

"exept for such claims, damages, or liabilities arising out of the neglegent acts or omissions of BP/EC,"

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), dated for convenience as of May 26, 1998, 1998, is entered into by and between the San Francisco Department of Public Works ("DPW"), the San Francisco Port Commission ("Port") through its Executive Director, the San Francisco Department of Parking and Traffic ("DPT") through its Director, the San Francisco Public Transportation Commission ("PTC") through its Director, the San Francisco Public Utilities Commission ("PUC") through its General Manager and the San Francisco Art Commission through its Director.

RECITALS

This MOU is entered into on the basis of the following facts, understandings and intentions of the parties:

A. The Port, PUC, the Chief Administrative Officer, DPW, the Planning Department, and DPT entered into a Memorandum of Understanding on February 8, 1991 with the intent of constructing a series of integrated public improvement projects along or adjacent to the San Francisco Waterfront. The projects subject to the 1991 Memorandum of Understanding were collectively known as the Waterfront Transportation Projects and included: the Embarcadero Surface Roadway Reconstruction Project, the Muni Metro Extension Project, the Muni Metro Turnaround Project, and the F-Line Historic Streetcar Project. Of the projects subject to the 1991 MOU, the North, the South, and the King

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Street segments of the Embarcadero Surface Roadway Reconstruction Project and the Muni Metro Turnback Project have been completed.

B. The City and County of San Francisco intends to construct additional integrated public improvement projects along or adjacent to the San Francisco Waterfront, as well as complete the Muni Metro Extension and the F-Line Historic Streetcar Project. These additional projects are known as the Mid-Embarcadero Surface Roadway and F-Line Extension Project, the Muni Metro Extension / F-Line Connector Project, and the Surface Street Improvement Project (a package of design and operational surface improvements on various streets), and the Mid Embarcadero Open Space Project. All the projects set forth above are collectively referred to herein as the "Waterfront Transportation Projects" The Waterfront Transportation Projects are being managed by DPW's Waterfront Transportation Project office (the "Project"). The Mid Embarcadero Open Space Project is not included in this MOU and may be the subject of subsequent revisions to the MOU.

C. The boundaries of the Waterfront Transportation Projects extend along The Embarcadero from North Point Street to King Street and along King Street from The Embarcadero to Fifth Street. The Mid-Embarcadero Surface Roadway and F-Line Extension Project extends along The Embarcadero from Harrison Street to Broadway.

D. The Waterfront Transportation Projects will be constructed primarily on property which is, and will continue to be, under the exclusive jurisdiction of the Port pursuant to Charter Sections B.3.580 et seq.

E. The parties, through this MOU, wish to set forth the essential relative rights, understandings, and agreements as they relate to the design, construction and maintenance of the Waterfront Transportation Projects. The parties intend that this MOU replace the 1991 MOU.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Final Design Approval

a) By executing this MOU, Port hereby affirms its approval of the final design for the Mid Embarcadero Roadway and F-Line Extension Project, approved by Port Commission Resolution No. 97-68, at its meeting of August 12, 1997.

b) Responsibility for the construction of the Waterfront Transportation Projects will be shared among DPW, PTC, DPT, and the Port. DPW, working in coordination with PTC, will have lead responsibility for the Mid-Embarcadero Roadway Project, including the F-Line Historic Streetcar and the MMX/F-Line Connector. DPW, working in coordination with DPT, will have lead responsibility for a package of design and operational surface improvements on various streets.

c) In initiating any changes to the final design approved by the Port Commission that materially amend the construction documents ("Subsequent Changes"), the Port shall consider any negative impacts that the changes might have on the projects, especially with regard to cost and scheduling. Except for changes requested by the Port as a result of design defects or the negligence of DPW (both of which will be at no cost to the Port) implementation of Subsequent Changes are subject to prior agreement by parties to this MOU, including allocation of costs for such changes. If the Port requests Subsequent Changes as a result of circumstances that could not have been reasonably foreseeable at the time Port originally approved the final design, DPW will make best efforts to pay for such Subsequent Changes from the Waterfront Transportation Project funds.

2. **Project Responsibility**

a) DPW and PTC shall be responsible for seeking and obtaining all regulatory approvals required for the Waterfront Transportation Projects, including the cost of permit applications. The Port agrees to act in the capacity of a co-applicant for any required approval, if necessary.

b) DPW and the PTC shall continue to assist the Port to assure that tenant, vehicular and pedestrian access and utility needs are addressed during construction.

c) The Port shall seek to maintain the continuity of the Waterfront Transportation Projects design scheme in any future construction or modifications, within the project limits, which may be needed to accommodate future Port uses. The Port shall match materials and color as appropriate. The Port shall rely on the Waterfront Transportation Projects construction documents for this review.

d) Construction of the Waterfront Transportation Projects shall be accomplished at no cost to the Port, except as set forth in Sections 5 (g-h) and 9(a-c) below; Subsequent Changes requested by the Port under Section 1(c) hereof to the extent agreed upon by Port and DPW; and Port requested improvements related to projects identified in Section 4(c) below.

e) All parties to this agreement shall comply with all state and federal regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Act to the extent applicable.

f) The procedures set forth in this MOU shall be in lieu of the Port's normal building permit procedure. No Port building permits will be required for the construction of the Waterfront Transportation Projects within Port jurisdictional boundaries.

3. Construction Coordination

DPW shall manage and administer the construction contract for the Mid-Embarcadero Roadway Replacement Project, the Mid-Embarcadero section of the F-Line Historic Streetcar Project, and the Muni Metro Extension/F-Line Connector Project along The Embarcadero between Broadway and Harrison Street.

a) Since several agencies of the City are involved in the construction of the Waterfront Transportation Projects, it is desirable that their efforts be coordinated to minimize any inconvenience or interference with their respective operations. Therefore, each party to this MOU involved in construction shall designate and shall maintain during the construction phase a construction representative who shall be authorized to confer and attend meetings and represent such party with respect to any matters which are the subject matter of this MOU. The initial representatives shall be:

Port: Chief Harbor Engineer

DPW: Project Manager

PTC: Project Manager

DPT: Traffic Engineer

Art Commission: Director of Public Art Program

b) DPW shall provide the Port with schedules of construction activities for review and comment. DPW will provide a preliminary schedule prior to the

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commencement of construction of the Waterfront Transportation Projects. An actual construction schedule will be submitted by the Contractor within 30 days of the Notice to Proceed (NTP). During any period when construction is underway, schedule updates shall be provided on a monthly basis and as reasonably necessary to reflect significant changes to conditions or plans.

c) DPW and the PTC agree to take reasonable precautions, or to abide by reasonable restrictions placed upon them by the Port, if said precautions or restrictions are for the purpose of mitigating any inconvenience or interference with the operations of the Port during the construction of the project.

4. Construction of Project

a) DPW and PTC agree to use their best efforts during the course of construction of the Waterfront Transportation Projects to minimize or otherwise mitigate any potential interference with or disruption of the operations of the Port or its tenants. Every effort shall be made to avoid construction during peak traffic periods at key intersections designated by DPT. DPW, DPT, and PTC agree, to the extent economically feasible, to cooperate in arranging for reasonable temporary alternative access should the construction activities cause any such substantial interference.

b) If construction of the project creates material inconvenience or interference with Port's, or Port's tenants', ability to access or operate their respective facilities as they exist as of the date of the Port's approval of Final Design (i.e., August 12, 1997) and such interference or inconvenience was not reasonably anticipated in

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the Port's approved final design documents, construction documents, or contractor's construction schedule, and such interference has not been substantially mitigated pursuant to subsection 4(a) above, then DPW and PTC agree to abide by reasonable restrictions placed upon them by the Port to mitigate such inconvenience or interference during construction of the project.

c) Port and DPW acknowledge that commencing in mid-1998 and continuing throughout the course of construction of the Waterfront Transportation Project, the Port may undertake a number of projects, including major reconstruction and expansion of its ferry terminal facilities between Pier 1 and the Agricultural Building, rehabilitation of Pier 1 for office use, rehabilitation of the Ferry Building as a major mixed-use development, and development of a restaurant in Rincon Point Park. Port and DPW will coordinate their construction schedules and performance to minimize inconvenience and disruption to their respective projects.

d) The Port agrees to use their best efforts during the course of construction of the Waterfront Transportation Projects to minimize or otherwise mitigate any potential interference with or disruption of the construction of the Waterfront Transportation Projects. The Port acknowledges that construction of the Waterfront Transportation Projects will cause some inconvenience and disruption to Port's and Port's tenants' operations that may not be fully mitigated by measures taken pursuant to subsections 4(a) and (b) above.

e) Damage to Port property, including property controlled by Port tenants, caused by the construction, maintenance, repair or operation of the Waterfront Transportation Projects shall be repaired at no cost to Port.

f) Port reserves the right to submit written notice to Waterfront Transportation Projects when, in its opinion, construction work violates this MOU or does not conform to the engineering documents approved by the Port. DPW, DPT or PTC, whichever is appropriate, shall correct such violation or nonconformity as quickly as reasonably possible to conform to the engineering documents.

g) All construction contracts entered into for construction of the Waterfront Transportation Projects shall contain insurance, bonding and indemnity provisions which fully protect the interest of the Port and its tenants. Said provisions shall be in a form which follows the City's established practices and is acceptable to the City's Risk Manager.

h) Change order and/or delay costs for any Subsequent Changes that the Port requests to be made to the Project during construction shall be paid for in accordance with subsection 1(c) hereof.

i) The Port shall make the site of the Port's future Rincon Park (Parcel O) available for the Waterfront Transportation Projects' construction staging, more clearly described in Exhibit A as attached to this agreement In consideration therefor, the Project Manager shall arrange for the payment to Port of a sum equal to Twenty Six Thousand Two Hundred Fifty and No/100 Dollars ($26,250.00) per month for the first two years of Project's use of Parcel O during the construction of the Waterfront Transportation Projects. The Project Manager shall arrange for such monthly sum to be paid to the Port commencing not later than ninety (90) days after a Notice to Proceed has been issued to the contractor for construction of the Waterfront Transportation Projects.. Should the Port require use of part of Parcel O prior to completion of construction, and the Waterfront Transportation Projects Manager ("Manager") determines that the project no longer requires a specific portion of Parcel O, the Manager shall arrange for the appropriate parcel of Parcel O to be vacated, and the Port will reduce the monthly rent in proportion to the reduction in available land for construction staging. Notwithstanding the foregoing, the Port, at any time after completion of Phase 1 of the Project, may request the Project to vacate the southernmost 20,000 square feet of Parcel O for development of a restaurant site. Upon such request, the Manager shall arrange for such portion of Parcel O to be vacated provided that the required regulatory approvals have been obtained from BCDC for such restaurant development. Upon the Project's vacation of such portion of Parcel O, the Port will reduce the monthly rent in proportion to the reduction in available land for construction staging.

5. Cleaning, Maintenance and Repair

For maintenance purposes, the Embarcadero Roadway will become an accepted city street. Cleaning and maintenance responsibilities of the Waterfront Transportation Projects are specified below:

a) DPW shall be responsible for roadway paving and for curb and crosswalk maintenance and repair, to be funded from normal appropriations for such work and prioritized on a citywide basis.

b) DPW will undertake street sweeping, median maintenance and repair, exclusive of the trackway area that is the responsibility of the Municipal Railway, tree maintenance, maintenance of trash receptacles, and sidewalk repair. DPW shall perform this work with funding from that portion of the 1/2-Cent Sales Tax Program specifically identified for the Embarcadero Parkway Projects.

c) DPW shall be responsible for maintenance of street furniture and for sweeping, steam cleaning, and graffiti removal of Herb Caen Promenade, including the art ribbon, with funding from the portion of the 1/2-Cent Sales Tax Program specifically identified for the Embarcadero Parkway Projects.

d) Trash receptacles shall be emptied by private scavenger firms, to be funded in the garbage rate.

e) Traffic signal, signing and pavement marking maintenance, as well as parking meter enforcement, shall be the responsibility of DPT.

f) PTC will maintain the MUNI Metro Turnaround U-Wall portal structure. For the F-Line Streetcar Project, PTC will maintain the trackway between the inner curb of the median islands, trackway lighting, transit shelters and all other related transit elements. For the MUNI Metro Extension Project, the PTC shall maintain the trackway between inner curbs of the median islands, platform and trackway lighting, platform finishes and furniture, transit shelters and all other related transit elements.

g) The Port will pay the energy costs of the lights in the promenade. The energy costs of the lights in the median and the land side sidewalk will be paid out of the City's streetlighting budget, administered by the PUC's Bureau of Light, Heat and Power (BLHP).

h) The Port will pay for the energy and maintenance costs of the Ferry Plaza's power supply and lighting for special events.

i) Maintenance costs for all streetlights will be paid out of the City's street lighting budget. BLHP will perform all streetlight maintenance.

j) The Port shall retain authority over the placement of parking meters and over parking meter revenues.

k) The Art Commission will repair the art ribbon, historic signage, and any other art element within the project limits as necessary and replace the lamps associated with the fiber optic lighting system annually.

6. Sewer Improvements

During construction of the Waterfront Transportation Projects, DPW will construct certain improvements to the sewer system on Port property. Construction of the sewer improvements will be subject to all of the terms and conditions of this MOU. The sewer and catch basin improvements shall be maintained by PUC. The improvements shall consist of the following:

a) The construction of a main sewer line and associated lateral sewers from new catch basins to the main sewer lines, between Jackson Street and Howard Street. Said main sewer line shall be constructed to handle the volume of storm water runoff created by a five-year storm event and sewage from Port facilities, when at

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some future date these storm water collection facilities have been installed and connected to the lateral sewers.

b) The connection of new catch basins and associated laterals to an existing sewage storage box, between Broadway and Jackson Street and between Howard and Harrison Streets.

7. **Hazardous Materials**

a) The City of San Francisco has investigated the subject property area as well as the Department of Transportation. The City has complied or the Waterfront Transportation Projects will comply with:

(1) Titles 40 and 29 of the code of Federal Regulations (40 CFR and 29 CFR), enforced by the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA),

(2) Title 26 of the California Code of Regulations (26 CCR), enforced by Cal/EPA Department of Toxic Substances Control (DTSC), Cal/OSHA, and the Regional Water Quality Control Board (RWQCB), and

(3) Article 20 of the San Francisco Municipal Code, enforced by the San Francisco Department of Public Health (SFDPH). All of this was discussed in the Final Environmental Impact Statement certified September 12, 1996.

b) The DPW and PTC shall contract the services of an independent environmental consultant to investigate any hazardous materials, as defined by pertinent local, state and federal regulations, that may be found during construction excavation

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work. The party constructing a specific project where hazardous materials are disturbed or removed as a result of the construction activities shall, at its expense, properly dispose of any such excavated material. Any costs associated with underground tanks found during construction that requires removal shall be paid for by the Project subject to approval by Federal, State and local granting agencies.

8. Acquisition of Real Property Rights

The Project shall acquire non-exclusive permanent surface and subsurface rights to the real property under Port jurisdiction identified as Parcels A, B, C, D, E, F, G, H, I, K, and N, more clearly described in Exhibit B, as attached to this agreement for so long as such property is used for roadway purposes serving and providing access to Port property by motor vehicles, bicycles, public transportation, and pedestrians, and providing accessory parking and open space (collectively, "Roadway Uses"). In consideration of these real property rights, the Project Manager shall arrange for the payment to the Port of the fair market value of these parcels, based upon their "highest and best use" to the Port. Based upon independent appraisals of the property and by a final review appraiser's determination of fair market value, the Project Manager shall arrange for the payment to the Port of a sum of Eight Million Five Hundred Thousand Twenty Four and No/100 Dollars ($8,524,000.00) to the Port of San Francisco as soon as practicable. Port shall not use the property identified in Exhibit B for any uses interfering with the Roadway Uses, provided that Port shall be permitted to allow temporary public assembly and special events.

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9. Utilities

a) Thirty days after written request by DPW or the PTC, the Port shall provide all available information concerning 1) the location and elevation of known utilities within the project limits and 2) which of the known facilities are in use by the Port and thus need to be relocated, which are to be abandoned, and which (if any) are to be upgraded at the Port's expense. The current project utility drawings represent all known utilities and their disposition. Any additional utilities uncovered during the project construction shall be considered as "unknown" conditions and paid for by the Project. DPW, PTC, and the Port shall coordinate the relocation of telephone, gas, electric, and relocate city-owned utilities that would be disturbed by construction of Mid-Embarcadero Roadway.

b) The cost of relocating the utilities owned by the Port, as required for project construction, will be paid by DPW and PTC. Such cost will be limited solely to that of relocation.

c) Additional costs of upgrading the Port's utilities will be borne by the Port. The Port will identify the location and size of additional utilities to be accommodated by the project, including gas, electric, telephone and sewer during the design phase.

d) Every reasonable effort shall be made by DPW and PTC to minimize interference with or disruption of utility services to the Port or its tenants.

10. Utility Service Charges

At all times during and after construction of the projects, the Port shall continue to pay all relevant utility service charges (such as sewer service, gas and electricity) for its facilities.

11. Muni Ferry Bus Terminal

The Port shall allow the PTC to occupy an area of Port property of up to a maximum of 37 feet east of the western Port property line, , only for the purpose of transit operations for its Muni Ferry Bus Terminal . The area is bounded by Steuart Street on the west and Mission Street on the south and extends approximately 260 feet north. If PTC discontinues its use of such property for Muni Ferry Bus Terminal purposes, PTC's rights to use such property shall immediately cease.

12. Relocation

Port shall agree to terminate the leases and vacate the premises, if necessary, of all Port tenants located within the Mid-Embarcadero project area prior to bidding for construction. The Port shall ensure that any leases renewed with tenants located within the project boundaries provide for a thirty-day recapture clause. The City shall provide relocated tenants with the relocation assistance to those displaced tenants as required by the Federal Uniform Relocation Assistance and Real Property Acquisition Act, to the extent applicable under the Law.

13. Claims

The Parties hereto agree as a matter of principle that any third party claim which results from an occurrence on the property which is the subject of this MOU shall be the responsibility of the

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party who under this MOU has the responsibility for the design, construction, operation, or maintenance of that portion of the property which gave rise to the claim.

In Witness Whereof, the parties hereto execute this Memorandum of Understanding as of the last date set forth below.

DEPARTMENT OF PUBLIC WORKS

And the Waterfront Transportation Project

By:

Dated: 5.27.1998

PORT OF SAN FRANCISCO

By:

Douglas F. Wong
Executive Director
Port Commission Resolution No. 98-50

Dated: 5/27/98

DEPARTMENT OF PARKING AND TRAFFIC

By:

Dated: June 3 1998

PUBLIC TRANSPORTATION COMMISSION

By:

Dated: 06.09.98

ART COMMISSION

By:

Dated: 6/2/98

PUBLIC UTILITIES COMMISSION

By:

Dated:

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EXHIBIT A

PROPERTY IDENTIFICATION

PARCEL O

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MID-EMBARCADERO PROJECT

PARCEL "O"

All that certain land situated in the city of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of the Embarcadero with the northwesterly line of Howard Street;

THENCE running northeasterly along the northeasterly extension of said northwesterly line of Howard Street a distance of 106.03 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 122.82 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 88°05'01" to the left from the preceding course and running northeasterly a distance of 20.29 feet;

THENCE deflecting 89°31'26" to the right from the preceding course and running southeasterly a distance of 618.48 feet;

THENCE deflecting 20°11'35" to the right from the preceding course and running southerly a distance of 451.78 feet;

THENCE deflecting 90°25'08" to the right from the preceding course and running westerly a distance of 27.65 feet;

THENCE deflecting 68°37'03" to the right from the preceding course and running northwesterly a distance of 585.25 feet;

THENCE deflecting 15°12'13" to the right from the preceding course and running northerly a distance of 123.96 feet;

THENCE deflecting 10°39'57" to the right from the preceding course and running northerly a distance of 243.33 feet;

THENCE deflecting 6°53'37" to the left from the preceding course and running northerly a distance of 112.98 feet to the TRUE POINT OF BEGINNING, containing 125,899 square feet, more or less.

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EXHIBIT B

PROPERTY IDENTIFICATION

PARCELS A, B, C, D, E, F, G, H, I J, K and N

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MID-EMBARCADERO PROJECT
PARCEL A

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the northerly line of Washington Street with the southwesterly line of The Embarcadero;

THENCE running easterly along the easterly extension of said northerly line of Washington Street a distance of 124.33 feet;

THENCE deflecting 63°57'26" to the right from the preceding course and running southeasterly a distance of 17.94 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 90°00'00" to the left from the preceding course and running northeasterly a distance of 60.4 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 70.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southwesterly a distance of 4.8 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and runnig northwesterly a distance of 227.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southwesterly a distance of 55.6 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southeasterly a distance of 297.0 feet to the TRUE POINT OF BEGINNING, containing 16,849 square feet, more or less.

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MID-EMBARCADERO PROJECT
PARCEL B

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southerly line of Washington Street with the southwesterly line of The Embarcadero;

THENCE running easterly along the easterly extension of said southerly line of Washington Street a distance of 103.92 feet;

THENCE deflecting 116°02'34" to the left from the preceding course and running northwesterly a distance of 15.85 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 90°00'00" to the right from the preceding course and running northeasterly a distance of 3.4 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 12.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northeasterly a distance of 50.2 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 214.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 61.8 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northwesterly a distance of 74.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northeasterly a distance of 8.2 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 128.0 feet to the TRUE POINT OF BEGINNING, containing 12,036 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL C

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the northeasterly extension of the northwesterly line of Market Street;

THENCE running northeasterly along said northeasterly extension of said northwesterly line of Market Street a distance of 60.61 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 7.28 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 00°41'28" to the left from the preceding course and running northwesterly a distance of 146.36 feet;

THENCE deflecting 30°53'14" to the right from the preceding course and running northerly a distance of 208.29 feet;

THENCE deflecting 69°25'29" to the right from the preceding course and running northeasterly a distance of 77.8 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 313.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 17.8 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southeasterly a distance of 26.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 107.0 feet to the TRUE POINT OF BEGINNING, containing 41,703 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL D

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the northeasterly extension of the southeasterly line of Market Street;

THENCE running northeasterly along said northeasterly extension of said southeasterly line of Market Street a distance of 74.00 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 11.16 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 97°22'57" to the right from the preceding course and running northeasterly a distance of 99.5 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 381.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 15.5 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northwesterly a distance of 21.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southwesterly a distance of 73.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northwesterly a distance of 100.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southwesterly a distance of 11.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northwesterly a distance of 260.0 feet to the TRUE POINT OF BEGINNING, containing 35,045 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL E

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the northeasterly extension of the northwesterly line of Market Street;

THENCE running northeasterly along said northeasterly extension of said northwesterly line of Market Street a distance of 261.34 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 62.51 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 10°47'21" to the left from the preceding course and running northwesterly a distance of 45.88 feet;

THENCE deflecting 19°26'22" to the right from the preceding course and running northwesterly a distance of 170.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northeasterly a distance of 36.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 10.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northeasterly a distance of 20.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 203.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 40.0 feet to the TRUE POINT OF BEGINNING, containing 11,384 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL F

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the northeasterly extension of the southeasterly line of Market Street;

THENCE running northeasterly along said northeasterly extension of said southeasterly line of Market Street a distance of 213.23 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 32.53 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 81°20'59" to the left from the preceding course and running northeasterly a distance of 54.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 189.2 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 54.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northwesterly a distance of 189.2 feet to the TRUE POINT OF BEGINNING, containing 10,217 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL G

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the northwesterly line of Mission Street;

THENCE running northeasterly along the northeasterly extension of said northwesterly line of Mission Street a distance of 80.52 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 0.50 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 04°28'07" to the left from the preceding course and running northwesterly a distance of 68.65 feet;

THENCE deflecting 00°52'33" to the left from the preceding course and running northwesterly a distance of 26.31 feet;

THENCE deflecting 98°44'46" to the right from the preceding course and running northeasterly a distance of 57.4 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 94.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 44.0 feet to the TRUE POINT OF BEGINNING, containing 4,752 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL H

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the southeasterly line of Mission Street;

THENCE running northeasterly along the northeasterly extension of said southeasterly line of Mission Street a distance of 75.60 feet;

THENCE deflecting 90°00’00” to the left from the preceding course and running northwesterly a distance of 0.35 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 90°33’13” to the right from the preceding course and running northeasterly a distance of 44.0 feet;

THENCE deflecting 90°00’00” to the right from the preceding course and running southeasterly a distance of 100.0 feet;

THENCE deflecting 13°02’37” to the right from the preceding course and running southerly a distance of 61.59 feet;

THENCE deflecting 76°57’23” to the right from the preceding course and running southwesterly a distance of 30.1 feet;

THENCE deflecting 90°00’00” to the right from the preceding course and running northwesterly a distance of 160.0 feet to the TRUE POINT OF BEGINNING, containing 6,623 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL I

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southwesterly line of The Embarcadero with the northwesterly line of Howard Street;

THENCE running northeasterly along the northeasterly extension of said northwesterly line of Howard Street a distance of 62.69 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 3.44 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 89°07'19" to the left from the preceding course and running northeasterly a distance of 41.1 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 105.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northeasterly a distance of 5.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northwesterly a distance of 220.0 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southwesterly a distance of 44.3 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southeasterly a distance of 169.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 1.8 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running southeasterly a distance of 156.0 feet to the TRUE POINT OF BEGINNING, containing 14,153 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL J

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

BEGINNING at the intersection of the southwesterly line of The Embarcadero with the northwesterly line of Howard Street;

THENCE running northwesterly along said southwesterly line of The Embarcadero a distance of 80.69 feet;

THENCE deflecting 345°55'32" to the left from the preceding course and running southerly a distance of 42.99 feet ;

THENCE deflecting 04°02'58" to the right from the preceding course and running southerly a distance of 41.10 feet to said northwesterly line of Howard Street;

THENCE deflecting 108°17'26" to the left from the preceding course and running northeasterly along said northwesterly line of Howard Street a distance of 23.47 feet to the POINT OF BEGINNING, containing 885 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT
PARCEL K

That certain land situated in the City and County of San Francisco, State of California, more particularly described as follows:

COMMENCING at the intersection of the southeasterly line of Howard Street with the northeasterly line of Steuart Street;

THENCE running southeasterly along said northeasterly line of Steuart Street a distance of 182.47 feet;

THENCE deflecting 90°00'00" to the left from the preceding course and running northeasterly a distance of 0.51 feet to the TRUE POINT OF BEGINNING of this description;

THENCE deflecting 00°04'34" to the right from the preceding course and running northeasterly a distance of 136.6 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 98.0 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 138.4 feet;

THENCE deflecting 111°57'09" to the right from the preceding course and running northerly a distance of 4.81 feet;

THENCE deflecting 21°57'09" to the left from the preceding course and running northwesterly a distance of 93.53 feet to the TRUE POINT OF BEGINNING, containing 13,391 square feet, more or less.

COPY

MID-EMBARCADERO PROJECT

PARCEL "N"

All that certain land situated in the city of San Francisco, State of California, more particularly described as follows:

BEGINNING at the intersection of the northwesterly line of Mission Street with the southwesterly line of the Embarcadero;

THENCE running northwesterly along said southwesterly line of the Embarcadero a distance of 250.27 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running northeasterly a distance of 34.08 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southeasterly a distance of 250.27 feet;

THENCE deflecting 90°00'00" to the right from the preceding course and running southwesterly a distance of 34.08 feet to the POINT OF BEGINNING, containing 8529 square feet, more or less.

Kevin

City and County of San Francisco

Department of Public Works
Project Management

needs map.

December 30, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The City and County of San Francisco (the City), the Recreation and Park Department (Rec/Park), and the Four Embarcadero Center Venture (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. **Pedestrian Paving:** Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
    - BP/EC shall maintain all concrete and brick paving.
    - Rec/Park shall perform replacement and repair work.

2. Belvedere Areas North & South:
    - BP/EC shall maintain all concrete and brick paving.
    - Rec/Park shall perform replacement and repair work.

B. **Site Furniture:** Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
    - BP/EC shall maintain benches in Justin Herman Plaza North.
    - The City shall perform repairs and/or replacement of benches in Justin Herman Plaza North.
    - The City shall maintain, repair, and replace benches in Justin Herman South.
    - BP/EC shall empty and replace all trash receptacles.
    - BP/EC shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
    - The City shall maintain, repair, and replace all benches.
    - BP/EC shall empty all trash receptacles.
    - The City shall replace trash receptacles as needed.
    - BP/EC shall be responsible for maintaining all wall surfaces.

99-0008

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:
   - The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
   - BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North, and Rec/Park shall maintain their irrigation system.
   - Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops.
   - BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
   - Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:
   - The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
   - BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
   - Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

Signature blocks →

City and County of San Francisco **Recreation and Park Department**

TO: Parks and Planning Committee
Recreation and Park Commission

DATE: December 20, 2000

THRU: Elizabeth Goldstein

FROM: Kevin J. Barteaux, PE KJB

RE: Commission Calendar Item

Agenda Item Wording

Discussion and possible action to authorize the General Manager to approve and amend per the Commission's direction, an MOU between the Recreation and Park Department and the Four Embarcadero Center Venture (4ECV) to delineate maintenance responsibilities at Justin Herman Plaza.

Background

The Recreation and Park Department has jurisdiction of Justin Herman Plaza, which is located along the western side of the Embarcadero between Washington and Market Streets. In 1979, the Recreation and Park Commission resolved to have the Four Embarcadero Center Venture take responsibility for maintaining landscapes and hardscapes within the Plaza (Resolution Numbers 11476 & 11857). Within the last few years, the City and County of San Francisco has realigned and renovated the Embarcadero as part of its Waterfront Transportation Projects, and so readjusted the limits of Justin Herman Plaza and redesigned its landscape.

Because of the adjustments to the Plaza landscape, the Recreation and Park Department seeks a Memorandum of Understanding (MOU) with 4ECV in order to define the new maintenance responsibilities between the two organizations. The main portion of the MOU states that 4ECV will maintain the following items within the Plaza and Belvedere areas: all concrete and brick pavement, wall surfaces, benches, elm and Ginko trees, lawn areas, and sprinkler heads. The MOU also states that they will neither be responsible for repairing and replacing the above items, nor the maintenance of Palm trees and irrigation main lines. In addition, the MOU specifies that 4ECV will empty all trash receptacles, but that they will not be responsible for replacing lost or damaged receptacles within the Belvedere Areas.

Environmental Review

Not applicable

Capital Plan

Not applicable

Supported By

Recreation and Park Department Staff
City Attorney's Office
Four Embarcadero Center Venture
Boston Properties

Opposed By

None known

Staff Recommendation

Authorize the General Manager to approve and amend per the Commission's direction, an MOU between the Recreation and Park Department and the Four Embarcadero Center Venture to delineate maintenance responsibilities at Justin Herman Plaza.

People to Contact

Kevin Barteaux, RPD
Bonnie Pybus, Boston Properties

Attachment

Current draft of the MOU between RPD and 4ECV

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

City and County of San Francisco **Recreation and Park Department**

December 21, 2000 *[DRAFT]*

MAINTENANCE AGREEMENT
Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

- **Planting and Irrigation:** Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, 4ECV shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

____________________________________ ____________

Elizabeth Goldstein, General Manager — Date
San Francisco Recreation & Park Department

____________________________________ ____________

Bonnie Pybus, Manager — Date
Four Embarcadero Center Venture

EMBARCADERO CENTER

JAMES R. BRONKEMA
Executive Director

July 6, 1979

San Francisco Recreation
and Park Commission
McLaren Lodge
Golden Gate Park
San Francisco, CA 94117

Gentlemen:

Prior to the commencement of construction of the Four Embarcadero Center Building (the Building), we discussed with you and the San Francisco Redevelopment Agency the mutual interest we share in the general appearance and upkeep of Phase 1 of Justin Herman Plaza, and it was, of course, largely in recognition of such interest that the Recreation and Park Commission took the action in its Resolution No. 11476.

In order to manifest in tangible terms our share of that mutual interest, we undertake with you that while Phase 1 of Justin Herman Plaza shall remain in its entirety a public park of the City and County of San Francisco (the City), during the entire period commencing July 1, 1979 and continuing throughout the normal course of construction of the Building and so long thereafter as we shall be permitted to occupy and shall be occupying, for the purposes described in the letter of December 1, 1978 from the San Francisco Redevelopment Agency to you, the "Café Seating Area" identified on Exhibit B to that letter, we will, through agents or contractors of our selection, see to the day-to-day cleaning and day-to-day gardening (exclusive of tree replacement) of Phase 1 of Justin Herman Plaza.

You understand that our undertaking of "day-to-day cleaning" does not include freeing the area from excessive amounts of debris such as can result from permitted or spontaneous, policed or unpoliced, events or occurrences, or the cleaning of any rest rooms, and that while our undertaking of "day-to-day gardening" will include attending to the continued functioning of sprinkler systems already in place, we assume no obligation for any part of any utility costs (light, heat, water, power or telephone) associated with your maintenance or operation of any portion of Justin Herman Plaza.

Also, you know, of course, that our undertakings hereunder are at our cost and expense and without compensation to us, and you therefore agree that we shall have no responsibility, obligation or liability whatsoever to you or to the City by reason of or in any way arising out of any act or omission of ours, or of any agent, employee or contractor of ours, in the performance of our undertakings set forth above.

If these terms are satisfactory to you and you so indicate below, we will be pleased to go forward on the above basis.

Very truly yours,

FOUR EMBARCADERO CENTER VENTURE

By
James R. Bronkema
Executive Director

Accepted and agreed to ,per clarification in letter of August 1.

SAN FRANCISCO RECREATION AND PARK COMMISSION

By
General Manager

City and County of San Francisco **Recreation and Park Department**

September 1, 1999

Ms. Bonnie S. Pybus
Property Manager
Four Embarcadero Center, Suite 2600
San Francisco, CA 94111-5994

RE: Justin Herman Plaza Maintenance Agreement Draft

Dear Ms. Pybus:

The Recreation and Park Department has reviewed your letter to DPW along with the MOU drafts pertaining to the maintenance responsibilities for areas of the Justin Herman Plaza.

Though the City altered the configuration of the areas that BP/EC maintained, we believe that by continuing to enforce the Recreation and Park Commission's adopted Resolutions 11476 and 11857, the areas of Justin Herman Plaza, including the new Belvedere regions, fall within BP/EC's maintenance responsibilities as originally intended.

The Recreation and Park Department considers the responsibilities required to maintain these areas commensurate the privileges accorded the Embarcadero Center for restaurant seating and access amenities. In addition, the plaza facilities attract users and consumers to the area and are a direct benefit to its tenants and employees. Accordingly, the maintenance of the plaza should include janitorial/trash services, graffiti removal, and landscape maintenance. We feel that the continued maintenance of these areas, however reconfigured, is in keeping with past practices as well as with the spirit and intent of the adopted resolutions.

In addition, we request that the involved parties revise Item D-2 of the MOU. The last sentence states that Rec/Park shall maintain the irrigation system for the lawn areas in Justin Herman Plaza South, and in the North and South Belvedere regions. We ask that the MOU acknowledge Rec/Park's duty to maintain the main irrigation lines; however, since PB/EC will be mowing these areas, the responsibility of repairing and replacing the sprinkler heads should reside with them. We have attached copy of the revised MOU for your review.

Very truly yours,

Deborah Learner
Park Planner

DL:ems

c: Jenny O'Connor
Mariam Morley
Kevin Barteaux

pybus090199

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

City and County of San Francisco

Department of Public Works
Project Management

September 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

*Changes to the previous draft are noted as follows:

- Rec/Park deletions are marked by striking through the deletion (ex. ~~strikethrough~~)
- Rec/Park additions are marked by underlining the addition (ex. underline). Bold letters that are underlined are not additions.
- BP/EC additions are noted by italics (ex. *italics)*

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The *Four Embarcadero Center Venture* (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza

30 VAN NESS AVENUE, SAN FRANCISCO, CA (415) 558-4000 / FAX (415) 558-4519

This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. Belvedere paving shall be maintained by BP/EC; including sweeping, ~~and~~ cleaning, janitorial/trash services, and graffiti removal. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza

Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by BP/EC and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC. BP/EC shall be responsible for graffiti removal on any wall surfaces in Justin Herman Plaza.

3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.
4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees and *Liquidambars* lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; their irrigation system shall be maintained by Rec/Park. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. BP/EC shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and PB/EC shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all *Liquidambar* trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no

responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC*, in the performance of the undertakings set forth in this agreement.*

City and County of San Francisco **Recreation and Park Department**

October 12, 1999

Ms. Bonnie S. Pybus
Property Manager
Four Embarcadero Center, Suite 2600
San Francisco, CA 94111-5994

RE: Justin Herman Plaza Maintenance Agreement Draft

Dear Ms. Pybus:

The Recreation and Park Department has reviewed your letter to DPW along with the MOU drafts pertaining to the maintenance responsibilities for areas of the Justin Herman Plaza.

The City has altered the configuration of the areas of the plaza that BP/EC maintains. That alteration does not relieve BP/EC of its obligations under the agreement reflected in the Recreation and Park Commission's Resolutions 11476 and 11857, to maintain the areas of Justin Herman Plaza, which include the new Belvedere regions.

The plaza facilities attract users and consumers to the area and are a direct benefit to its tenants and employees. The Recreation and Park Department considers the responsibilities required to maintain these areas commensurate to the privileges accorded the Embarcadero Center for restaurant seating and access amenities. Accordingly, the maintenance of the plaza should include trash services, graffiti removal, and landscape maintenance. We feel that the continued maintenance of these areas, however reconfigured, is in keeping with past practices as well as with the intent of the adopted resolutions.

In addition, we request that the involved parties revise Item D-2 of the MOU. The last sentence of that section states that Rec/Park shall maintain the irrigation system for the lawn areas in Justin Herman Plaza South, and in the North and South Belvedere regions. We agree that the MOU should acknowledge Rec/Park's duty to maintain the main irrigation lines. However, because PB/EC will be mowing these areas, the responsibility of repairing and replacing the sprinkler heads should reside with them. We have attached a copy of the revised MOU for your review.

Very truly yours,

Deborah Learner

Deborah Learner
Park Planner

DL:ems

c: Jenny O'Connor
Mariam Morley
Kevin Barteaux

pybus090199

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

City and County of San Francisco

Department of Public Works
Project Management

September 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

*Changes to the previous draft are noted as follows:

- Rec/Park deletions are marked by striking through the deletion (ex. ~~strikethrough~~)
- Rec/Park additions are marked by underlining the addition (ex. underline). Bold letters that are underlined are not additions.
- BP/EC additions are noted by italics (ex. *italics)*

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The *Four Embarcadero Center Venture* (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza

This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. Belvedere paving shall be maintained by BP/EC; including sweeping, ~~and~~ cleaning, janitorial/trash services, and graffiti removal. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza

Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by BP/EC and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC. BP/EC shall be responsible for graffiti removal on any wall surfaces in Justin Herman Plaza.

3. Ferry Building Plaza
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4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees and *Liquidambars* lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; their irrigation system shall be maintained by Rec/Park. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. BP/EC shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and PB/EC shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all *Liquidambar* trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no

responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

City and County of San Francisco
Recreation and Park Department

October 4, 2000

[DRAFT]

MAINTENANCE AGREEMENT
Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:
- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, 4ECV shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

Elizabeth Goldstein, General Manager
San Francisco Recreation & Park Department

Date

Bonnie Pybus, Manager
Four Embarcadero Center Venture

Date

July 22, 1988

Ms. Shawna Rose
Secretary
San Francisco Parks & Recreation Commission
McLaren Lodge
Golden Gate Park
San Francisco, CA 94117

Dear Ms. Rose:

I would like to bring to your attention a situation we are experiencing in Justin Herman Plaza with the increasing number of homeless people living in the area behind the Vaillancourt Fountain.

Embarcadero Center maintains the operation of the Vaillancourt Fountain and services the equipment located below the fountain, accessed through the Pump Room Vent Towers. It is around these Vent Towers the homeless are dwelling.

We would like to propose the installation of an enclosure surrounding these Pump Room Vent Towers to deter the homeless from camping in this area (diagram enclosed). Additionally, I have enclosed photographs depicting homeless persons and their belongings around the fountain area. As is evident in one photograph, they are cooking at the base of the sculpture itself.

To further emphasize these conditions, I am forwarding copies of correspondence received from several companies working in this area expressing their concerns, i.e., urine and excrement accumulations contributing to an increase in pest and rodent activity, and a health hazard to the public, and causing the area to become asthetically offensive to pedestrian traffic. Also, enclosed is a statement from a tenant in Four Embarcadero Center regarding the activities and physical condition of these homeless indigents.

Please advise me of your decision or what other action may be taken.

Thank you.

Very truly yours,

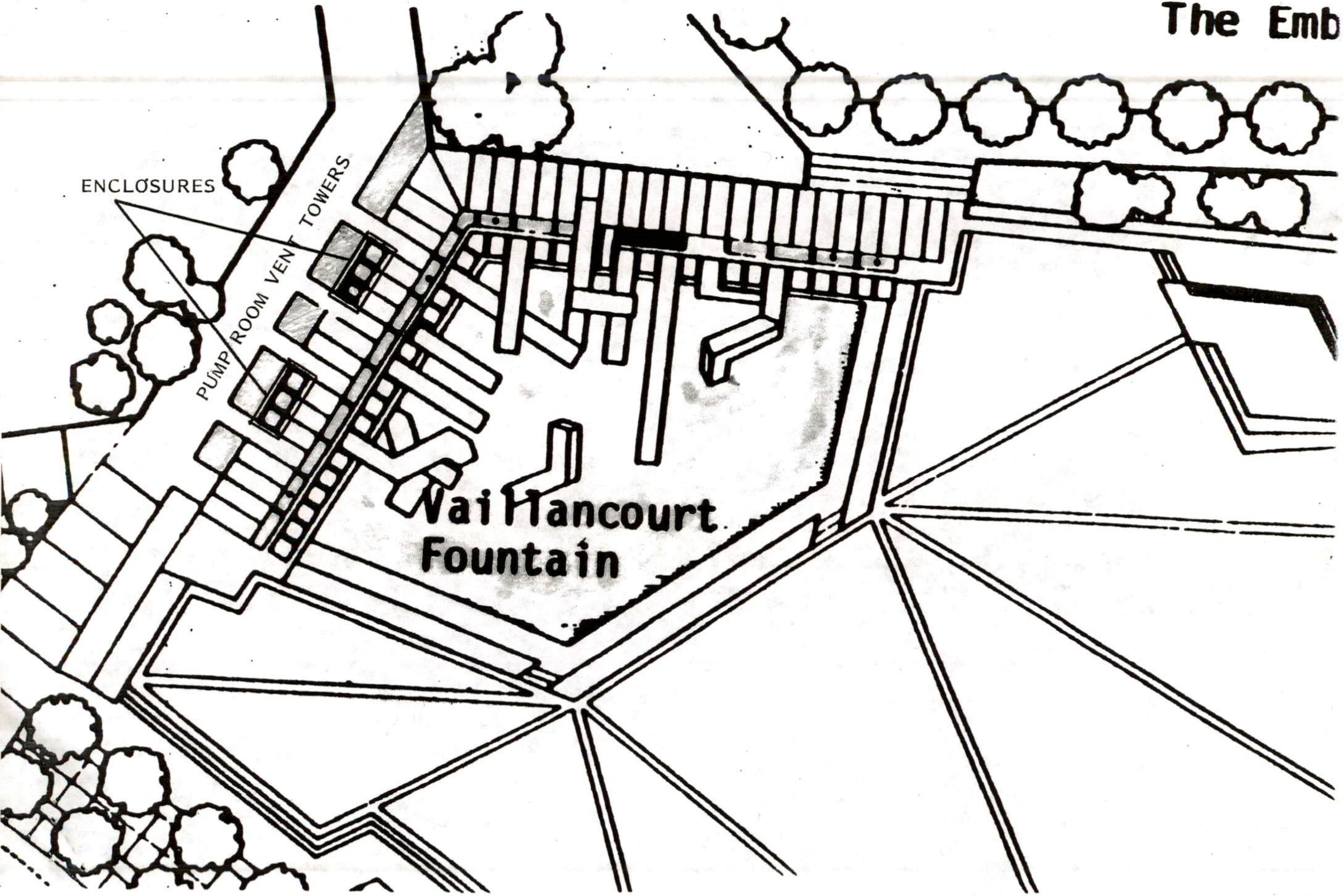
Bonnie S. Freeman

Bonnie S. Freeman
Assistant Building Manager

Enclosures

BF/cv

Embarcadero Center, Ltd., A California Limited Partnership
Four Embarcadero Center, Suite 2600, San Francisco, CA 94111-5994 Tel (415) 772-0500


The Emb
ENCLOSURES
PUMP ROOM VENT TOWERS
Vaillancourt Fountain

AMERICAN BUILDING MAINTENANCE CO.

P.O. Box 3224 • San Francisco, CA 94119
335 Fell Street • (415) 864-5000

Bonnie S. Freeman
Assistant Building Manager
Embarcadero Center, Ltd.
Four Embarcadero Center
Suite 2600
San Francisco, CA 94111

July 19, 1988

Dear Bonnie:

As you are aware, the amount of homeless people living behind the Vaillancourt Fountain at the Justin Herman Plaza has increased.

The odors and debris as a result of these people using this area as a latrine and campsite are extremely offensive to all pedestrian traffic using the major walkway from the Embarcadero to the Plaza and financial areas. Also, office workers and visitors who have lunch in the area are asked for money, food, and are verbally abused by these people.

Due to the water rationing program, we can no longer hose the Plaza, and therefore, the odors created by these people cannot be eliminated.

Please let us know if we can be of any assistance in alleviating this problem.

Thank you.

Very truly yours,

Jose Pannitto
District Manager

EXTERMINATORS OF RODENTS AN

ROSE
EXTERMINATOR CO.
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WISE PROTECTION

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America's Oldest Exterminating Service

HOME OFFICE: 626 POTRERO AVENUE • SAN FRANCISCO, CALIFORNIA 94110
(415) 647-2323

Mrs. Bonnie Freeman
Assistant Building Manager
Embarcadero Center LTD
Four Embarcadero Center Suite 2600
San Francisco, Ca. 94111

July 18, 1988

Dear Bonnie,

In the recent months we have been having many complaints about rats and odors in the area of the Justin Herman Plaza. On many occasions we have been requested by the Embarcadero Center to treat this area for rats and flies. We find garbage all over and also human waste (urine etc...).

This is a very unpleasant sight to the Embarcadero Center and to the City also.

If you have any questions reguarding this embaressing mess please feel free to call me at 647-2323.

Sincerely,

Joseph L Neitz

Joseph L. Neitzel

CALL THE ROSE MAN

Offices Coast to Coast

a subsidiary of ABM American Building Maintenance Industries

Decorative
Plant Service Co.

July 12, 1988

Ms Bonnie Freeman
Assistant Building Manager
EMBARCADERO CENTER, LTD.
Four Embarcadero Center, Suite 2600
San Francisco, CA 94111-5994

Dear Bonnie:

Re: Justin Herman Plaza - Homeless

We would like to make you aware of the growing homeless population at Justin Herman Plaza. Our lawn crew now has someone who does nothing more than pick up garbage generated mostly by the homeless. The human waste is increasing, which not only is a health hazard to the public, but our employees as well. The situation also creates an unhealthy environment for the plant material.

We would like to work with you on this problem to find a solution.

Sincerely,

Terry Flippo
Operations Manager
LANDSCAPE DIVISION

TF/ln

RECEIVED
JUL 13 1988
EMBARCADERO CENTER
BUILDING OFFICE

595 BRYANT STREET — SAN FRANCISCO, CALIFORNIA 94107 — (415) 543-5315

My name is Annette Funseth. I am an employee of Pacific Gas and Electric Co. and work on the second floor of #4 Embarcadero Center. Recently, I reported to the Embarcadero Center Security Department a man laying in the park who I could see from my office window, thinking he might be dead, since he was in the same position I had noticed him in the day before. That is, in the open area of the park under the freeway, apparently having not moved. On the day I reported him, he did not move for more than an hour even though the worker riding the lawn mower drove past him very closely. His clothes were very dirty and torn and I could not determine any sign of life from my vantage point. I am happy to report that Security informed he was, in fact, alive and known to be one of the homeless indigents who frequent the Justin Herman Park area. I have had several other bad experiences with these individuals in the past. One man demands food or money and when refused screams loudly and profanely at the person he is talking to. The area around the park and the eating area has become so unpleasant because of the physical appearance and actions of these people that I do not use the area for lunch or passage if I can help it. Additionally, these people come and use our private restrooms during the day, probably having been directed there by others who know only that the restrooms are "upstairs" from the street level. I do not know what can be done to help these individuals or to stop the problems caused by their shopping carts filled with castoff items and mongrel dogs. Numbers of these people have now apparently moved in to the area in back of the fountain and their presence and actions are not in keeping with the general appearance and intent of the park.

Annette A. Funseth

Date 7/15/88

405 Davis Ct. #602
San Francisco, Calif. 94111

JUL 22 REC'D

July 20, 1988

Mr. Jim Bronkema, General Manager
Embarcadero Center
4 Embarcadero Center
San Francisco, Calif. 94111

RE: JUSTIN HERMAN PARK

Dear Jim,

Per conversation with you, I herewith submit written complaint regarding the above.

Last year I sent letter to you and others concerning the squatters in the Park. As of this date the numbers are increasing, rather than decreasing. The visionary experience we have to face day in and day out is beyond reason. Something must and can be done.

The area surrounding the Fountain has become a maze of plastic coverings, shopping carts, litter and people of nebulous identity.

The area on Drumm St. and Clay, across from Carl Jr. the Park benches and tables have become the private domain of these self appointed tenants, TWENTY FOUR HOURS A DAY. The Park benches and tables offered by the Park & Recreation Dept. of San Francisco, with our taxes, cannot be utilized by tax paying citizens or visiting tourists who frequent the area. The location is well known as a tourist attraction.

We have a very deligent, Maintenance Engineer, (Frank), trying to keep the Park a place of beauty and cleanliness. Frank is doing a superb job considering what he has to face. He should not have to clean up after the vagrants or have to evict them from spot to spot in order to get his work accomplished.

With the help of all of us, I feel certain that we can arrest this disgrace.

I would greatly appreciate your exercising your professionalism to get this problematic situation in tow.

Thanking you, I am

Sandi Kartel

Copies: Capt. Kearins, Central Station SF Police Dept
Golden Gateway Center-R. Powers, Mgr.
✓S.F. Park & Rec, Dept.-R. DeLeon
Golden Gateway Tenants Assoc. President
S.F. City Attorney-L. Renne
File

Justin Her.

INTER-DEPARTMENTAL MEMORANDUM

OFFICE OF THE RECREATION AND PARK DEPARTMENT

April 20, 1984

TO Tom Malloy
THROUGH Barney Barron
FROM Jim Lucey

RE. Justin Herman Plaza

A meeting was held on site at Justin Herman Plaza on Tuesday, April 17, at 9:00 a.m. In attendance were Jon Huttinger, Frank Halderson, Raul Hernandez and myself representing Recreation and Park, and Bonnie Freeman and Bertram Bomersine from Embarcadero Center.

Mr. Bomersine came on very strong, although he has only been in his position for two weeks. He indicated that all lawn areas and certain paved areas including trees, as well as repairs to paved areas were the direct responsibility of Recreation and Park. Frank Halderson explained that many of the areas mentioned had not been the Park's responsibility for many years. Mr. Bomersine kept insisting that they were and talked about the vagueness of the agreement. At that time, I suggested that perhaps the maintenance agreement should be re-negotiated with attorneys representing the Recreation and Park Department and Embarcadero Center. The benefits received by Embarcadero Center occupying City property should be considered.

At that time, Mr. Bomersine decided yes, they would maintain the areas which Frank Halderson has indicated, and further agreed to replant various color spots throughout the plaza. He did not seem anxious to re-negotiate the agreement. He said he would consider the repainting of the structure and stage area, but absolutely would not be responsible for the trees or cracks and tripping hazards in the paved areas.

The meeting concluded with a consensus that a further meeting should take place to clarify responsibilities of both the Recreation and Park Department and Embarcadero Center.

JL:ms

City and County of San Francisco **Recreation and Park Department**

MEMORANDUM

August 26, 1988

TO: Members, Parks & Planning Committee

FROM: Ron de Leon, Asst. Superintendent of Parks

SUBJECT: Approval of the Enclosure of the Pump Room Vent Towers of the Vaillancourt Fountain

The Embarcadero Center is proposing to enclose the Vaillancourt Fountain vent towers with a cyclone fence structure as a result of numerous complaints and concerns regarding presumably homeless individuals taking up habitation around these towers.

These towers function as ventilation ports for the pump room, as well as an access point to monitor and service the fountain pumps. The access to this facility, as well as the effective ventilation of the system, is severely hampered by the obstructions placed on or about these ventilation towers, not to mention the health concerns which are raised by the urine and excrement prevalent in the area.

Recommendation: Approve the installation of the enclosures.

RdL:msc

Approved by Parks & Planning
Committee – To full Commission
Sept. 1, 1988.

McLaren Lodge, Golden Gate Park San Francisco 94117

Item 5

August 25, 1988

REC/PARK COMMISSION
AUG 29 1988
RECEIVED

Mr. Keith Eickman
President
San Francisco Parks & Recreation Commission
McLaren Lodge
Golden Gate Park
Fell & Sansome Streets
San Francisco, CA 94117

RE: FENCING
JUSTIN HERMAN PLAZA

Dear Mr. Eickman:

As requested by John Huttinger, I am forwarding to you additional information regarding the proposed installation of fencing around the Pump Room Vent Towers at the Justin Herman Plaza.

Attached is a diagram indicating the dimensions and type of fencing proposed to fabricate the enclosure surrounding the Pump Room Vent Towers. If approved, Embarcadero Center's Engineering staff would purchase, install and maintain this enclosure.

I have received notification that the Parks and Planning Committee of the Recreation and Park Commission will meet on Thursday, September 1, 1988, to consider this request.

If you need further information, please call me at 772-0575.

Thank you.

Very truly yours,

EMBARCADERO CENTER, LTD.

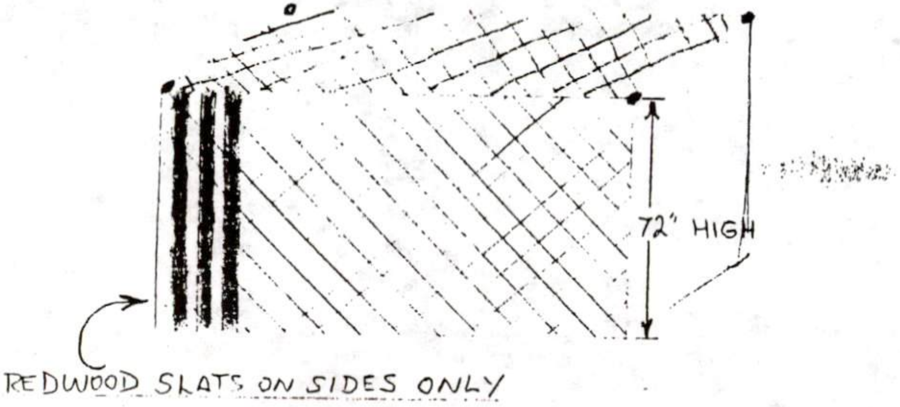
Bonnie S. Freeman

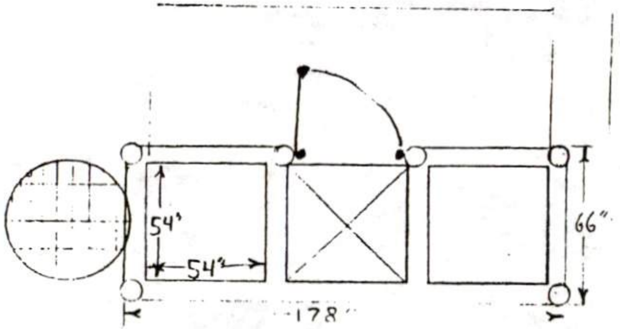
Bonnie S. Freeman
Assistant Building Manager

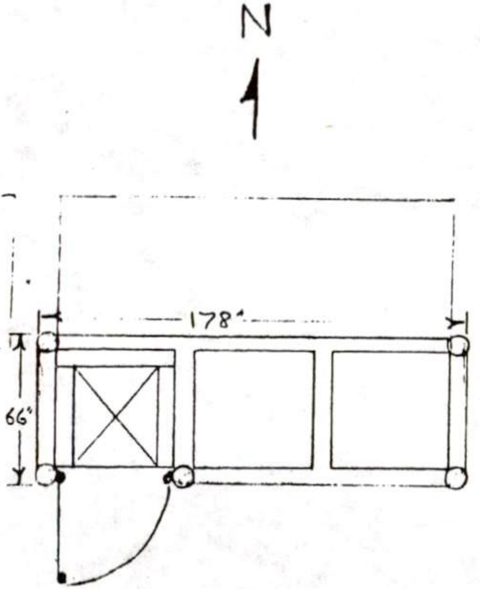
enclosures

BSF/hab

Embarcadero Center, Ltd., A California Limited Partnership
Four Embarcadero Center, Suite 2600, San Francisco, CA 94111 Tel (415) 772-0500


72" HIGH
REDWOOD SLATS ON SIDES ONLY





VALLANCOURT FOUNTAIN
FENCING TO ENCLOSE MECH.
ACCESS

8-22-98

MAY 9 REC'D

May 5, 1988

REF: 1100/EC/6735

Mr. John Huttinger
San Francisco Recreation and Parks
Park Division
McLaren Lodge
Fell and Stanyan Streets
San Francisco, CA 94117

RE: VAILLANCOURT FOUNTAIN

Dear Mr. Huttinger:

Per our conversation of Tuesday, May 3, 1988, I am confirmng the Vaillancourt Fountain at the Justin Herman Plaza has been turned off and the pool drained. Additionally, we have discontinued hosing the tile at Justin Herman Plaza. As we discussed, you will allow Embarcadero Center to hose the tile after the Bay to Breakers Race on Sunday, May 15, and possibly after future events of this magnitude.

Embarcadero Center would recommend that the Vaillancourt Fountain pool be refilled. As you are aware, Justin Herman Plaza is a very popular area for office workers to have lunch, skateboarders to skate and undesirables to gather. We feel liability of injuries resulting from falls into the empty pool area is considerable.

Embarcadero Center will continue to mop and clean the tile areas at Justin Herman Plaza. However, due to the number of pigeons and seagulls inhabiting the plaza area, we may request approval to occasionally hose down this tile area.

Please advise me of your decision as soon as possible.

Thank you.

Very truly yours,

EMBARCADERO CENTER, LTD.

Bonnie S Freeman

Bonnie S. Freeman

xc: Jose Gomez

BSF/hab

Embarcadero Center, Ltd., A California Limited Partnership
Four Embarcadero Center, Suite 2600, San Francisco, CA 94111-5994 Tel (415) 772-0500

City and County of San Francisco **Recreation and Park Department**

March 29, 2000

DRAFT

MAINTENANCE AGREEMENT

Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving with the exception of graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.
- ***TBD – responsibility for power washing and graffiti removal.***

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- ~~4ECV shall be responsible for maintaining all wall surfaces.~~
- ***TBD – responsibility for maintaining all wall surfaces.***

Talk w/ Fern
re Trash receptacles in
Belvedere Areas

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

99-6008

Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, 4ECV shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

____ _______________

Joel Robinson, Acting General Manager — Date
San Francisco Recreation & Park Department

____ _______________

Bonnie Pybus, Manager — Date
Four Embarcadero Center Venture

Boston Properties **Fax Transmission**

Address: 4 Embarcadero Center, Lobby Level **Visit our web site at www.bostonproperties.com**
NYSE:BXP
Office: San Francisco, CA 94111-5994
Fax: (415)772-1780
Direct:

To: Kevin Barteaux **From:** Bob Pester

Company:

Fax: 415 666-7130 **Pages:** 3 [including this cover sheet]

Phone: **Date:** November 29, 2000

Subject: Justin Herman Plaza Maintenance

Comments:

Confidentiality Notice: This facsimile contains confidential information which may also be legally privileged and which is intended only for the use of the Addressee(s) named above. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile, or the taking of any action in reliance on the contents of thiselecopied information, may be strictly prohibited. If you have received this facsimile in error, please notify us immediately by telephone (collect call if necessary) and return the entire facsimile to us at the above address via the U.S. Postal Service without making a copy. We will remit the cost of the postage to you by return mail.

Delivery Failure Report

Your document:	Re:Justin Herman Plaza Maintenance
was not delivered to:	Kevin_Barteaux@ci.sf.ca.us@BXPWEB; Robert_McDonald@ci.sf.ca.us; sandy_lee@ci.sf.ca.us
because:	Error transferring to gate.CI.SF.CA.US; SMTP Protocol Returned a Permanent Error

What should you do?

- You can resend the undeliverable document to the recipients listed above by choosing the Resend button or the Resend command on the Actions menu.
- Once you have resent the document you may delete this Delivery Failure Report.
- If resending the document is not successful you will receive a new failure report.
- Unless you receive other Delivery Failure Reports, the document was successfully delivered to all other recipients.

Routing path

To: Kevin_Barteaux@ci.sf.ca.us@BXPWEB

cc: bpybus@bostonproperties.com, dmurtagh@bostonproperties.com,
Holly_Kerl@bostonproperties.com, Robert_McDonald@ci.sf.ca.us, sandy_lee@ci.sf.ca.us

Date: 09:59:17 AM Today

Subject: Re:Justin Herman Plaza Maintenance

Kevin, your interpretation is not correct. We would object to not overseeing the electrical maintenance. It makes absolutely no sense for Boston Properties not to handle. Does the City envision sending an electrician out everytime there is an event (imagine the cost, which we can tell you is not cheap since it typically takes two of our engineers or more to help with stage powering etc.)? what if there are technical difficulties, how would the City respond? In the middle of a concert someone needs to be able to react right away, not 20-30 minutes later. Since our engineers are here and available at a moments notice it is only logical that we would continue to handle.
Kevin_Barteaux@ci.sf.ca.us

Kevin_Barteaux@ci.sf.ca.us
11/29/00 09:46 AM

To: bpybus@bostonproperties.com, Robert_McDonald@ci.sf.ca.us
cc: dmurtagh@bostonproperties.com, Holly_Kerl@bostonproperties.com, bpester@bostonproperties.com
Subject: Re:Justin Herman Plaza Maintenance

Hi Bonnie-

I was not aware of this proposal concerning the electrical maintenance until today. Can I infer from your message that Boston Properties will not object to revising the MOU to reflect these changes? If that is correct, I will make the changes and forward the revised MOU for your review and approval. Thanks,

-Kevin

____________________Reply Separator____________________
Subject: Justin Herman Plaza Maintenance
Author: bpybus@bostonproperties.com
Date: 11/28/00 12:19 PM

Yesterday, Parks and Rec Staff approached and met with our Engineering staff to discuss proposed changes relative to the electrical maintenance at Justin Herman Plaza. The individuals were Mario, Bill Gunn, and Decklin Sharky with your electrical division. They advised Parks and Rec is considering becoming the custodian of the power distribution in the Plaza, to include event requirements including termination of ice rink power, repairs and maintenance, new power additions, etc. I bring this to your attention so you are aware this meeting took place, and these proposed changes to power management will require a revision to the current maintenance agreement under review.
Since it has taken so long for us to get this far, I wouldn't want a revision at the 11th hour to stall its approval! Please let me know your comments.

Also, we haven't heard from the landscape contractor to schedule a walkthrough with our landscape manager before we assume the landscape maintenance. Per my 10/26/00 e-mail to you, the proposed date per Bernie Zee was 11/1/00, and there are elms with anthracnose that should not be accepted by you?

Bonnie

City and County of San Francisco **Recreation and Park Department**

October 4, 2000

[DRAFT]

MAINTENANCE AGREEMENT

Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:

- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:

- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:

- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:

- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.

- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, 4ECV shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

____ _______________

Joel Robinson, Acting General Manager
San Francisco Recreation & Park Department

Date

____ _______________

Bonnie Pybus, Manager
Four Embarcadero Center Venture

Date

City and County of San Francisco

Department of Public Works
Project Management

August 17, 2000

FINAL DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension and Surface Street and Transit Improvements Project

Parties to this Agreement:

The Department of Public Works (DPW); Recreation and Park Department (Rec/Park); and the Port of San Francisco (the Port).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project and Surface Street and Transit Improvements Project. See Attachments A and B for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   Maintenance of The Embarcadero and Davis Street street lighting shall be performed by the Bureau of Heat Light and Power (BLHP) as detailed in the Waterfront Transportation Projects MOU.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights will be owned and maintained by Rec/Park. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. The Public Transportation Department (PTD) will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building

ME Maintenance

The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.

5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving and Concrete Walls:

1. Paving in Right of Way
   The manufactured stone pavers located between palm trees along The Embarcadero's southbound sidewalk fronting Block 202 and Justin Herman Plaza shall be maintained by DPW. Maintenance shall include sweeping and repair of pavers.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art elements within the project area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South and the North and South Belvedere Areas shall be maintained by Rec/Park; including sweeping and cleaning, and janitorial and trash services. Replacement and repair work of the paving shall be performed by Rec/Park. Graffiti removal on the precast concrete walls shall be performed by DPW. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance of the granite paving shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Blocks 202 and 203
   Rec/Park shall maintain concrete pathways and concrete retaining walls. Maintenance shall include sweeping and repair of concrete. DPW shall perform graffiti removal on concrete retaining walls on Block 203 at Davis Street.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU, except as detailed below in items 2 and 3.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by Rec/Park, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by Rec/Park and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by Rec/Park.
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.

4. Herb Caen Promenade

The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.

5. Blocks 202 and 203
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. Rec/Park shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; and their irrigation system. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. Rec/Park shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all London Plane trees and their irrigation system within the plaza.
4. Rincon Point Park
   The Port, as per previous agreements, shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Blocks 202 and 203
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover. Shrub planting and its irrigation along Davis Street shall be maintained by Rec/Park.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 26, 1998.

Kevin — Deborah, FYI
I am referring repair requests of existing infrastructure to Sharon.
One ~~Some~~ complaints ~~are~~ is re: The new project.
Mike

Boston Properties

BOSTON, MA
NEW YORK, NY
PRINCETON, NJ
SAN FRANCISCO, CA
WASHINGTON, D.C.

March 23, 2000

Mr. Mike Morlin, Southern Superintendent
Recreation and Park Department
McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117

Dear Mike:

Boston Properties Property Management performed a recent inspection of the Justin Herman Plaza and the following items requiring correction were noted. We have included photographs of these problem areas for clarification.

1. The new finishes installed around the fenced enclosure at the Vaillancourt pump house are impeding access through the two gates to the electrical equipment (Photo #1). Unfortunately, limited space does not allow these gates to open inward and they must be replaced.

2. The fenced enclosure structure is collapsing and in need of replacement (Photo #2).

3. The drains adjacent to the Dubuffet sculpture need repair. Major water pooling occurs in this area during rain causing a safety hazard to pedestrian traffic and the elm trees to fail. We have tried clearing the drains with snakes, high-pressure systems, and cameras to no avail. Mr. Duggan with Department of Public Works reviewed the site and stated it is a Recreation and Parks issue. They did take some measurements and concluded there could be a break in the line and will need to perform some excavation to determine the extent of repairs required. Two drain covers were removed and not reinstalled during this review. To avoid injuries, we have placed a cone over one open drain hole and others have installed a piece of wood in the other open drain hole. Please have drain covers reinstalled to remove this safety hazard (Photos #3a.b).

Mid Embarcadero Maintenance

4. In the Vaillancourt pump room, there are abandoned fixtures that contain PCB ballasts. Please have these removed as soon as possible to prevent environmental and health hazards (Photo #4).

5. Others removed a light switch damaged from water leaking through the pump room hatch door. The switch needs to be replaced and relocated to a dry location so personnel can safely enter and exit this area (Photo #5). In addition, a watertight light fixture needs to be installed in the exterior fenced area adjacent to the electrical disconnects.

6. U. S. Geological Services has installed equipment at the pump room and the conduits leading from their service box into the pump room need to be sealed to prevent adjacent irrigation, frequent power washing, and rain water from leaking onto electrical enclosures directly below this service box (Photos #6a.b).

7. The underwater lighting in the Vaillancourt fountain has not worked for some time.

8. The expansion joints in the lift out slabs at the pump room need to be sealed as they leak onto the fountain pump motors posing a hazard to the equipment and personnel servicing this equipment (Photo #7).

9. The public accessible stairs are not illuminated and are accessible to the public at all hours, a potential injury liability (Photo #8).

10. Rain water leaks along one wall of the electrical room adjacent to the GFCI units causing a safety hazard (Photo #9).

11. Openings in the wall from the P.G.&E. vault into the main switchboard are not sealed, a requirement of N.E.C and P.G.&E. These unsealed openings have contributed to two power losses at the Justin Herman Plaza (Photo #10).

12. The Vaillancourt Fountain backflow preventer inspection failed and repairs are required to receive certification.

13. Conduit providing power to the stage needs a cover installed (Photo #11).

Considering the number of problems we discovered, we feel it would be prudent to schedule quarterly inspections of the Justin Herman Plaza with Boston Properties Property Management and Recreation and Parks and/or Department of Public Works personnel.

We are available at your earliest convenience to revisit these areas and review the current scope of repairs required. I can be reached at (415) 772-0553.

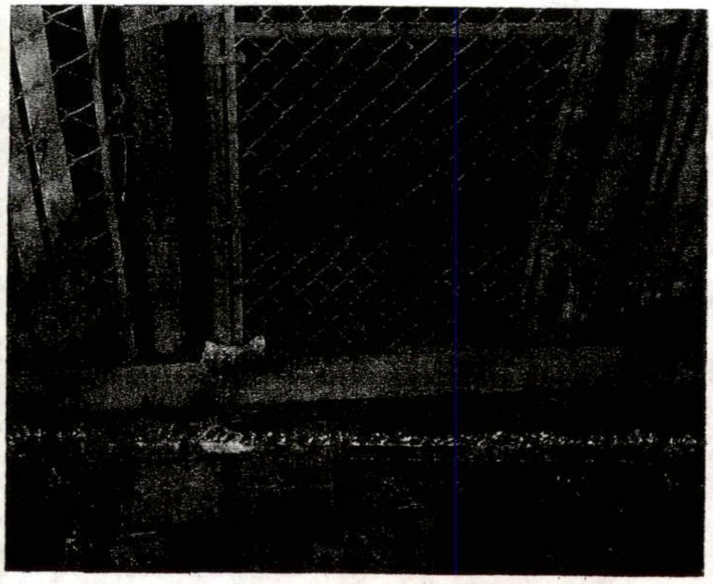
Sincerely,

Bonnie S. Pybus

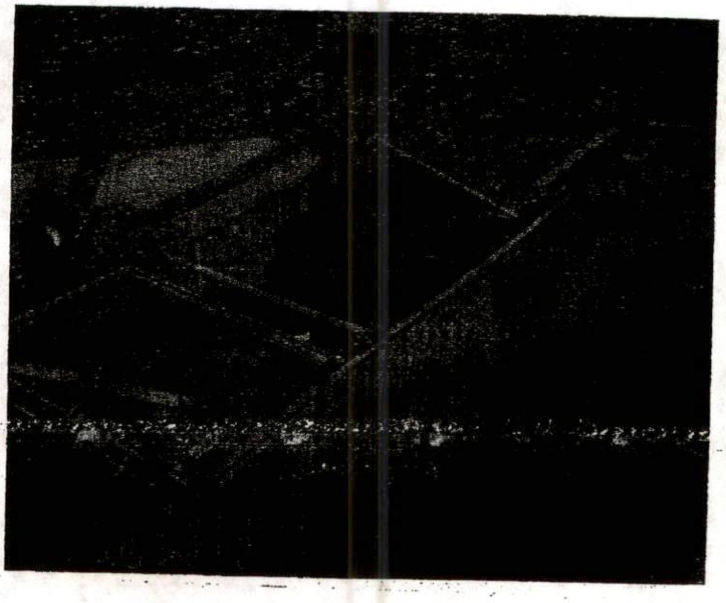
Bonnie S. Pybus, RPA
Property Manager
Three and Four Embarcadero Center

Enclosures

xc: Steve Colvin, Vice President of Property Management
Dan Murtagh, Chief Engineer, Four Embarcadero Center

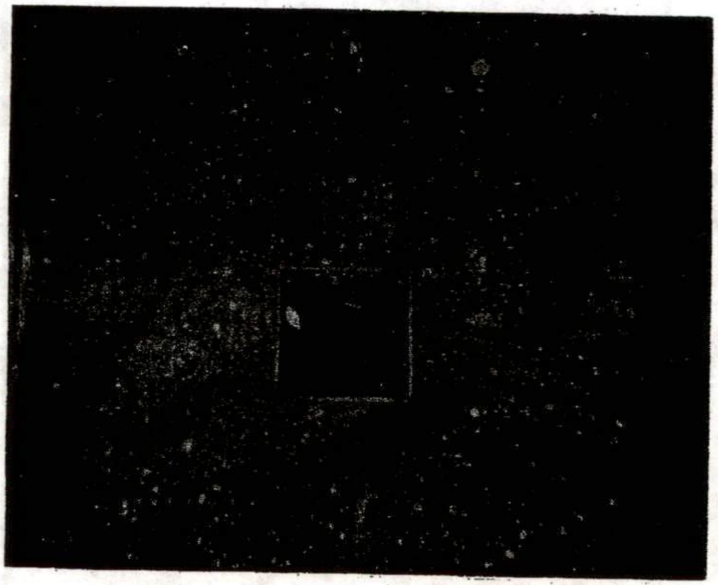


#1. Fencing gates



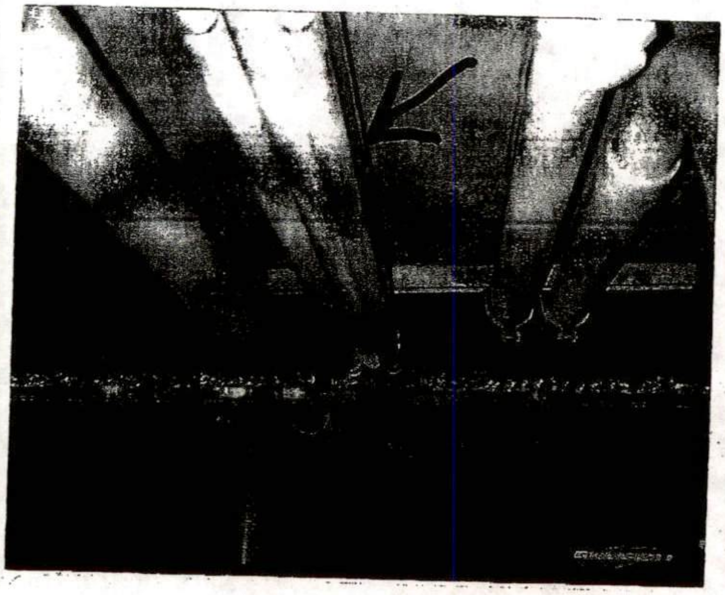
#2. Fencing enclosure

[redacted]

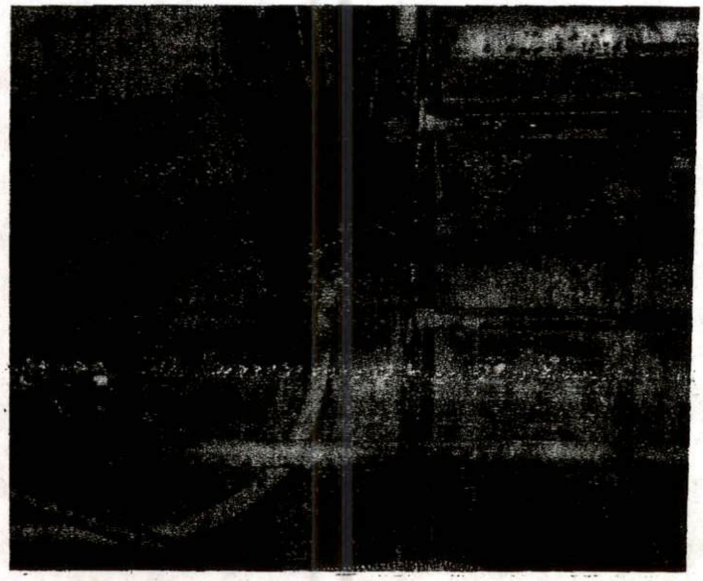


#3a. Drains on aggregate

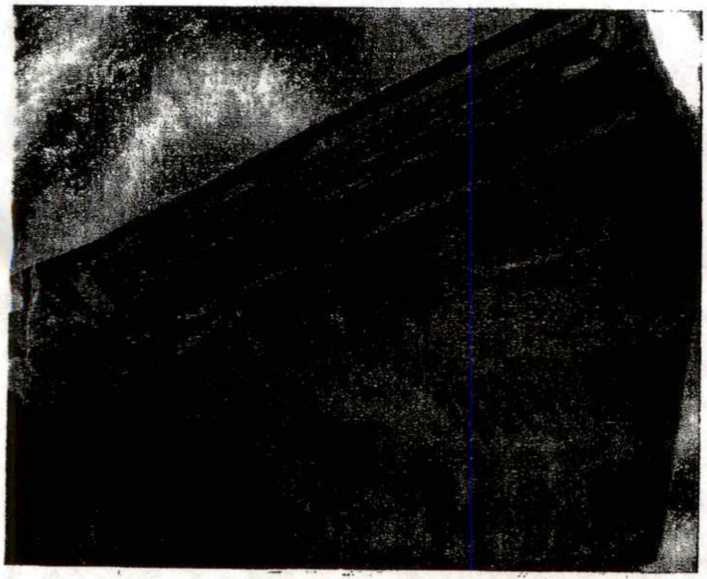
#3b. Drains on aggregate



#4. Abandoned fixtures



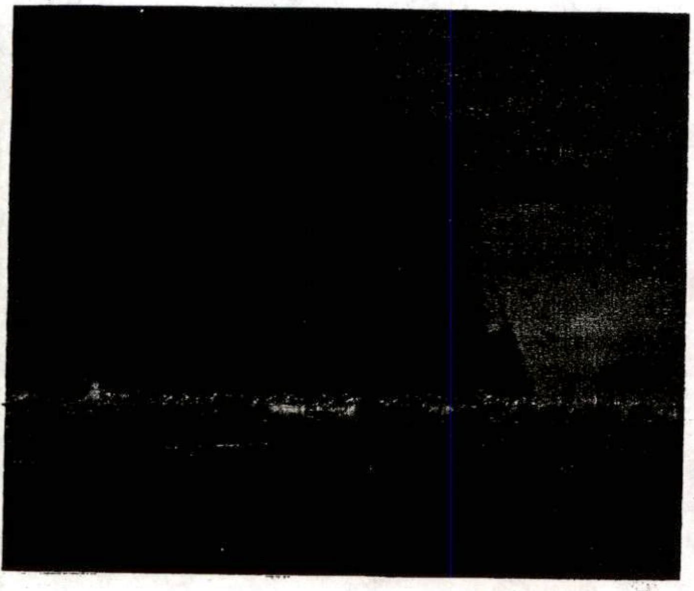
#5. Light Switch



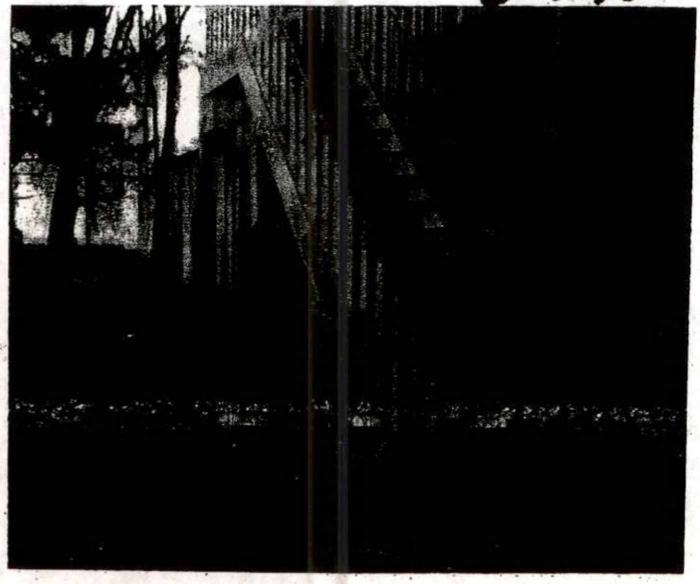
#6a. USGS Conduit

#6b. USGS Service box

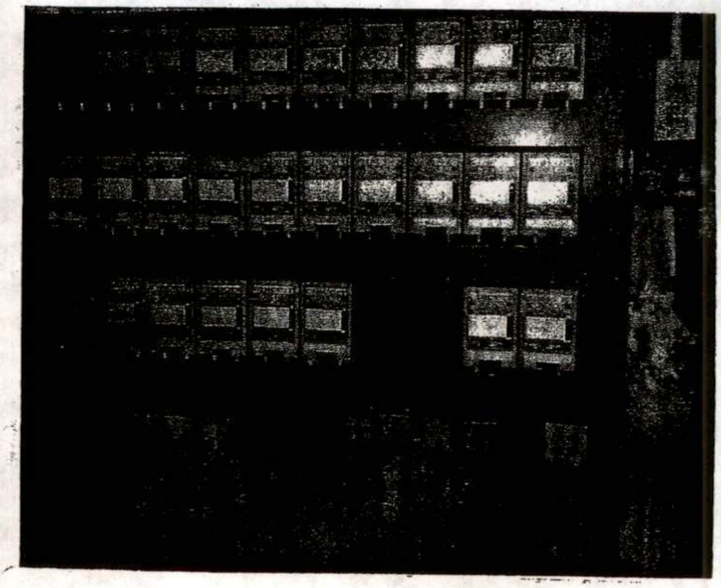
3-22-0



#7. Expansion joints



#8. Public stairs



#9. Leak at GFCI units

#10. Unsealed openings, PGE vault

#11. Conduit requiring cover

City and County of San Francisco **Recreation and Park Department**

October 12, 1999

Ms. Bonnie S. Pybus
Property Manager
Four Embarcadero Center, Suite 2600
San Francisco, CA 94111-5994

RE: Justin Herman Plaza Maintenance Agreement Draft

Dear Ms. Pybus:

The Recreation and Park Department has reviewed your letter to DPW along with the MOU drafts pertaining to the maintenance responsibilities for areas of the Justin Herman Plaza.

The City has altered the configuration of the areas of the plaza that BP/EC maintains. That alteration does not relieve BP/EC of its obligations under the agreement reflected in the Recreation and Park Commission's Resolutions 11476 and 11857, to maintain the areas of Justin Herman Plaza, which include the new Belvedere regions.

The plaza facilities attract users and consumers to the area and are a direct benefit to its tenants and employees. The Recreation and Park Department considers the responsibilities required to maintain these areas commensurate to the privileges accorded the Embarcadero Center for restaurant seating and access amenities. Accordingly, the maintenance of the plaza should include trash services, graffiti removal, and landscape maintenance. We feel that the continued maintenance of these areas, however reconfigured, is in keeping with past practices as well as with the intent of the adopted resolutions.

In addition, we request that the involved parties revise Item D-2 of the MOU. The last sentence of that section states that Rec/Park shall maintain the irrigation system for the lawn areas in Justin Herman Plaza South, and in the North and South Belvedere regions. We agree that the MOU should acknowledge Rec/Park's duty to maintain the main irrigation lines. However, because PB/EC will be mowing these areas, the responsibility of repairing and replacing the sprinkler heads should reside with them. We have attached a copy of the revised MOU for your review.

Very truly yours,

Deborah Learner

Deborah Learner
Park Planner

DL:ems

c: Jenny O'Connor
Mariam Morley
Kevin Barteaux

pybus090199

10/18

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

City and County of San Francisco

Department of Public Works
Project Management

September 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

*Changes to the previous draft are noted as follows:

- Rec/Park deletions are marked by striking through the deletion (ex. ~~strikethrough~~)
- Rec/Park additions are marked by underlining the addition (ex. underline). Bold letters that are underlined are not additions.
- BP/EC additions are noted by italics (ex. *italics)*

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The *Four Embarcadero Center Venture* (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza

30 VAN NESS AVENUE, SAN FRANCISCO, CA (415) 558-4000 / FAX (415) 558-4519

This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. Belvedere paving shall be maintained by BP/EC; including sweeping, ~~and~~ cleaning, janitorial/trash services, and graffiti removal. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza

Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by BP/EC and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC. BP/EC shall be responsible for graffiti removal on any wall surfaces in Justin Herman Plaza.

3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.
4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees and *Liquidambars* lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; their irrigation system shall be maintained by Rec/Park. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. BP/EC shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and PB/EC shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all *Liquidambar* trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

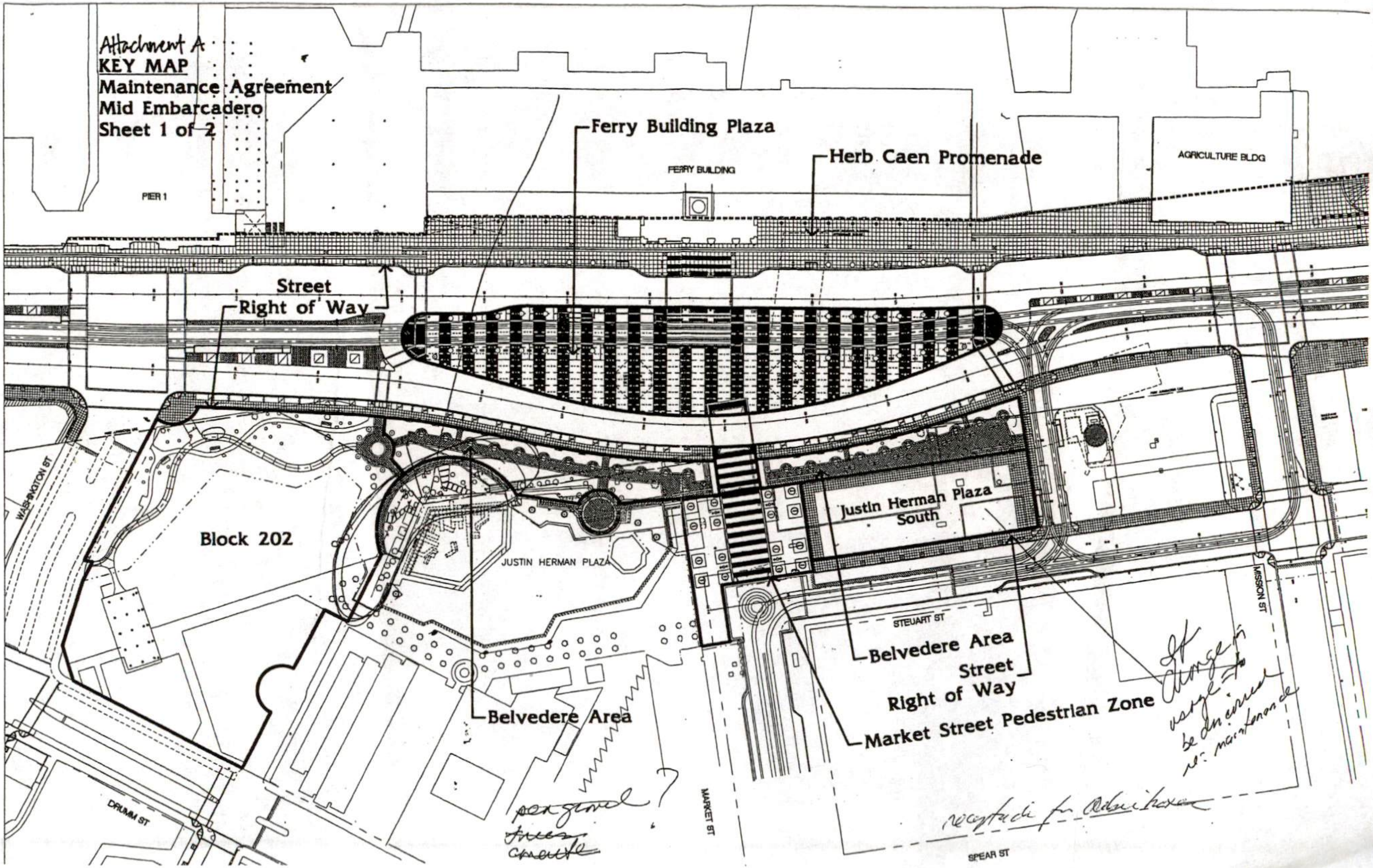
It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no

responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

Attachment A

KEY MAP

Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2


Ferry Building Plaza
Herb Caen Promenade
FERRY BUILDING
AGRICULTURE BLDG
PIER 1
Street Right of Way
Block 202
WASHINGTON ST
Justin Herman Plaza South
JUSTIN HERMAN PLAZA
STEUART ST
MISSION ST
Belvedere Area
Street Right of Way
Market Street Pedestrian Zone
Belvedere Area
DRUMM ST
MARKET ST
SPEAR ST

If change in usage to be discussed re: maintenance

pergola?
~~trees~~
concrete

receptacle for [illegible]

City and County of San Francisco **Recreation and Park Department**

December 30, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The City and County of San Francisco (the City), the Recreation and Park Department (Rec/Park), and the Four Embarcadero Center Venture (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. **Pedestrian Paving:** Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- BP/EC shall maintain all concrete and brick paving.
- Rec/Park shall perform replacement and repair work.

2. Belvedere Areas North & South:
- BP/EC shall maintain all concrete and brick paving.
- Rec/Park shall perform replacement and repair work.

B. **Site Furniture:** Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- BP/EC shall maintain benches in Justin Herman Plaza North.
- The City shall perform repairs and/or replacement of benches in Justin Herman Plaza North.
- The City shall maintain, repair, and replace benches in Justin Herman South.
- BP/EC shall empty and replace all trash receptacles.
- BP/EC shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:

- The City shall maintain, repair, and replace all benches.
- BP/EC shall empty all trash receptacles.
- The City shall replace trash receptacles as needed.
- BP/EC shall be responsible for maintaining all wall surfaces.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
- BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North, and Rec/Park shall maintain their irrigation system.
- Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops.
- BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
- BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

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   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; their irrigation system shall be maintained by Rec/Park. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. BP/EC shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and PB/EC shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all *Liquidambar* trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

Bonnie Pybus 12/07/99 07:11 PM

To: delearner@aol.com
cc: jmpoconner@cs.com

Subject: Justin Herman Plaza Maintenance Agreement

In reviewing your letter of October 12, the following items listed in my letter of July 12 are still outstanding?

Items 1, 2, 3, 7: A new map is needed indicating the area that is 'JHP North', where debris boxes at the JHP north and/or south will be positioned, water sources for hookup of the power washing DPW hoses, and location of irrigation clock(s).

Item 4. We are reviewing the original resolutions with our attorney to determine our obligations regarding responsibility for the new additions. ✓

Confirm the cost for the additional debris boxes required to dispose of the trash from the new trash receptacles in the Belvedere areas to be borne by others. No addition boxes ∴ No additional cost

✓ Item 5. No statement has been included or referenced regarding Rec and Park being responsible for treatment or replacement of Elms if anthracnose develops. D;2

The new liability paragraph we requested by added has been edited. I will forward this information to our attorney to review and comment on these changes. ✓

I await a copy of the new layout indicating the areas JHP North, JHP South, Belvedere North and Belvedere South before I can forward to our attorney for further review. As these areas are referenced in the maintenance agreement, a current map must be an Addendum to the agreement. ✓

Could you respond to the above at your earliest so our attorney can have time to review and perhaps we can close this before year end! It would be Happy New Year for sure!! ✓

thanks, Bonnie

Date: 12/6/99
Sender: Jmpoconnor@cs.com
To: Deborah Learner, Jennifer O'Connor
Priority: Normal
Subject: Fwd: Justin Herman Plaza Maintenance Agreement

I'm forwarding this e-mail that I got from my home address to you, Deborah (and also to my work address). I'm not sure what to say about the cost of the additional debris boxes and payment for the removal of debris. I asked Tina Olson to talk with our DPW folks about garbage removal, and she was told by Marcia deVaugn that payment of these services is the responsiblity of the property owner.

I'll get the plans to Bonnie. We are meeting on Wed., Dec. 15 (pm, either 1:30 or 3) to discuss outstanding issues on the Maintenance agreement. Can you attend?

Jenny

In reviewing Deborah Lerner's letter of October 12, the following items listed in my letter of July 12 are still outstanding?

yes Items 1, 2, 3, 7: A new map is needed indicating the area that is 'JHP North', where debris boxes at the JHP north and/or south will be positioned, water sources for hookup of the power washing hoses, and location of irrigation clock(s).

→ Item 4. We are reviewing the original resolutions with our attorney to determine our obligations regarding responsibility for the new additions.

→ Confirm the cost for the additional debris boxes required to dispose of the trash from the new trash receptacles in the Belvedere areas to be borne by others.

Item 5. No statement has been included or referenced regarding Rec and Park being responsible for treatment or replacement of Elms if anthracnose develops.

The new liability paragraph we requested be added has been edited. I will forward this information to our attorney to review and comment on these changes.

yes I await a copy of the new layout indicating the areas JHP North, JHP South, Belvedere North and Belvedere South before I can forward to our attorney for further review. As these areas are referenced in the maintenance agreement, a current map must be an Addendum to the agreement.

Bonnie

Date: 8/23/99
Sender: Jmpoconnor@cs.com
To: Deborah Learner
Priority: Normal
Subject: Fwd: Update on Mid-Embarcadero maintenance agreement

Deborah,

I received this e-mail from Bonnie Pybus today and am forwarding it on to you to pass on to the appropriate individuals for review.

Thanks,

Jenny

Received input from our attorney's who reviewed the agreement for 'liability' language and he has modified as follows:

Under Parties to This Agreement: change "The Boston Properties/Embarcadero Center (BP/EC) to read "Four Embarcadero Center Venture (BP/EC)"

Add new paragraph:

'It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of BP/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BPEC shall have no responsibility, obligation or liability whatsoever to any of the parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, in the performance of the undertakings set forth in this agreement.'

Please forward this information on the parties that are reviewing the agreement.

Thanks, Bonnie

PLEASE ADD:

"exept for such claims, damages, or liabilities arising out of the neglegent acts or omissions of BP/EC,"

City and County of San Francisco **Recreation and Park Department**

MEMORANDUM

Date: May 14, 1999

To: Jenny O'Connor, DPW

From: Gloria Koch-Gonzalez, Area Supervisor, Northern 1 Divsion GKG

RE: Questions from Embarcadero Center Staff on Mid-Embarcadero Maintenance Agreement

Here are the answers to your questions dated May 6, 1999. Attached are answers to Questions #1 and #2 from Dan McKenna. Question 3 regarding irrigation, Recreation and Park Department will maintain irrigation system including repairs and replacements of heads and systems. Expected turn around time: every effort will be made to complete repairs within two weeks of notification. There may be circumstances beyond our control that may arise. Embarcadero Center Maintenance staff should expect to have the responsibility to secure and isolate an irrigation problem, i.e. find the valve and turn it off. Embarcadero Center should communicate directly with plumbing shop supervisor, Brian Chow, at 753-7012. Embarcadero Center will be responsible for digging out around an irrigation problem sufficiently for Recreation and Park plumbers to make the repairs. This will expedite repairs and motivate Embarcadero Center's maintenance gardeners to take good care of the irrigation system. 5/14/99

GKG/cm

Enclosures

c: Mike Morlin
Deborah Learner ✓

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2700
Fax: (415) 668-3330

May 6, 1999

MEMORANDUM

TO: Gloria Koch-Gonzalez, Rec/Park Dept.

FROM: Jenny O'Connor, DPW

SUBJECT: Questions from Embarcadero Center staff on Mid-Embarcadero maintenance agreement

Here are the questions that Bonnie Pybus from Embarcadero Center has asked about the Justin Herman Plaza and adjacent areas regarding maintenance:

1. The existing pines/poplars are in poor condition, need pruning and spray work for aphids/scale, one looks almost dead – will Rec/Park continue to maintain existing trees and EC maintain only new chinese elms? The trees are very old and the possibility of damage by winter storms is high. EC would like confirmation that R/P will continue to prune and replace/remove any damaged trees in the JHP area.

2. Provide Rec/Park policies on spraying for weeds and pests (applications, procedures, signposting, etc.) Also for exterminator services. Will EC be obligated to abide by Rec/Park policies for their part of the landscape maintenance work in JHP?

3. Irrigation: Define "irrigation repair", i.e., stolen heads, hosebib repair, system repair? What are EC'c responsibilities? What is the expected turnaround time for Rec/Park to repair irrigation after notification from EC?

I'm attaching an updated copy of the draft maintenance agreement. As we discussed, EC has not agreed to all the proposed maintenance in the JHP area. They will be getting an estimate for the proposed maintenance from their contractor. From there they will determine what they will agree to in terms of maintenance.

Could you prepare a written response to the above questions? I will work on the DPW questions. I told Holly Kurl and Bonnie Pybus that we would respond by the week of May 17. Please call me (664-9609 (H) or 558-4019 (Work phone mail)) if you want to talk about these further.

Thanks for your help.

cc: Mike Morlin
Deborah Learner ✓

ROUTING & REQUEST

Please...
☐ Read
☐ Handle
☐ Approve
And...
☐ Forward
☐ Return
☐ Keep or Recycle
☐ Review with Me

To: Ron de Leon
Mario Avendano
Dan McKenna
Please contact me
if you have comments
on above
Thanks.

From: Deborah Learner
5/10/99

City and County of San Francisco **Recreation and Park Department**

MEMORANDUM

DATE: 5/11/99

TO: Gloria Koch-Gonzalez

FROM: Dan McKenna

RE: Justin Herman Plaza

In response to the memo to you from Jenny O'Connor dated May 6, 1999, regarding Justin Herman Plaza:

1. Urban Forestry will continue to maintain the existing trees within Justin Herman Plaza.

2. The City's Intergrated Pest Management Policy is mandatory for public properties, whether maintained by Rec/Park or private firms. Pesticide applications must conform to the Administrative Code. Staff at the Embarcadero Center may contact the Department's IPM Coordinator, Mr. Jim Christensen, for specific IPM policies for this site. He may be reached at 753-7249. C 5/11/99

} insert at #2

c: Audree Jones-Taylor
Pete Ehrlich
Jim Christensen

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2700
Fax: (415) 668-3330

Bonnie Pybus 12/07/99 07:11 PM

To: delearner@aol.com
cc: jmpoconner@cs.com

Subject: Justin Herman Plaza Maintenance Agreement

In reviewing your letter of October 12, the following items listed in my letter of July 12 are still outstanding?

Items 1, 2, 3, 7: A new map is needed indicating the area that is 'JHP North', where debris boxes at the JHP north and/or south will be positioned, water sources for hookup of the power washing DPW hoses, and location of irrigation clock(s).

Item 4. We are reviewing the original resolutions with our attorney to determine our obligations regarding responsibility for the new additions. ✓

Confirm the cost for the additional debris boxes required to dispose of the trash from the new trash receptacles in the Belvedere areas to be borne by others. No addition boxes ∴ No additional cost

✓ Item 5. No statement has been included or referenced regarding Rec and Park being responsible for treatment or replacement of Elms if anthracnose develops. D,2

The new liability paragraph we requested by added has been edited. I will forward this information to our attorney to review and comment on these changes. ✓

I await a copy of the new layout indicating the areas JHP North, JHP South, Belvedere North and Belvedere South before I can forward to our attorney for further review. As these areas are referenced in the maintenance agreement, a current map must be an Addendum to the agreement. ✓

Could you respond to the above at your earliest so our attorney can have time to review and perhaps we can close this before year end! It would be Happy New Year for sure!! ✓

thanks, Bonnie

Date: 12/6/99
Sender: Jmpoconnor@cs.com
To: Deborah Learner, Jennifer O'Connor
Priority: Normal
Subject: Fwd: Justin Herman Plaza Maintenance Agreement

I'm forwarding this e-mail that I got from my home address to you, Deborah (and also to my work address). I'm not sure what to say about the cost of the additional debris boxes and payment for the removal of debris. I asked Tina Olson to talk with our DPW folks about garbage removal, and she was told by Marcia deVaugn that payment of these services is the responsiblity of the property owner.

I'll get the plans to Bonnie. We are meeting on Wed., Dec. 15 (pm, either 1:30 or 3) to discuss outstanding issues on the Maintenance agreement. Can you attend?

Jenny

In reviewing Deborah Lerner's letter of October 12, the following items listed in my letter of July 12 are still outstanding?

Items 1, 2, 3, 7: A new map is needed indicating the area that is 'JHP yes North', where debris boxes at the JHP north and/or south will be positioned, water sources for hookup of the power washing hoses, and location of irrigation clock(s).

Item 4. We are reviewing the original resolutions with our attorney to determine our obligations regarding responsibility for the new additions.

Confirm the cost for the additional debris boxes required to dispose of the trash from the new trash receptacles in the Belvedere areas to be borne by others.

Item 5. No statement has been included or referenced regarding Rec and Park being responsible for treatment or replacement of Elms if anthracnose develops.

The new liability paragraph we requested b~~y~~e added has been edited. I will forward this information to our attorney to review and comment on these changes.

I await a copy of the new layout indicating the areas JHP North, JHP South, yes Belvedere North and Belvedere South before I can forward to our attorney for further review. As these areas are referenced in the maintenance agreement, a current map must be an Addendum to the agreement.

Bonnie

OFFICE OF THE MAYOR
SAN FRANCISCO

WILLIE LEWIS BROWN, JR.

OFFICE OF THE MAYOR

FAX

TO: ELIZABETH GOLDSTEIN

FROM: ◊ MAYOR WILLIE L. BROWN, JR.

◊ ELEANOR JOHNS, CHIEF OF STAFF

☒ SARA GIGLIOTTI, ASSISTANT TO THE CHIEF OF STAFF

FAX: 831-2095 **PAGES:** 4

PHONE: **DATE:** 6/1 **TIME:** 10 am

COMMENTS: Eleanor asked that I fax this to you. If you could, please call her later today (554-6603). Sorry about the pagination, this is how it came thru to us.

Sara

PLEASE CALL 415.554.6603 IF THERE ARE ANY PROBLEMS WITH THIS TRANSMISSIO

RETURN FAX NUMBER IS 415.554.6671

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200, SAN FRANCISCO, CALIFORNIA 94102-4681
(415) 554-6141

RECYCLED PAPER

99-0008

Waterfront
Pavilion

Committee for the
Waterfront Pavilion Organ

World Trade Center, Rm. 289
The Ferry Building
San Francisco CA 94111
415 989 9222
415 989 1705 Fax
watpavl@aol.com

May 24, 2000

TO: Eleanor Johns, Mayor's Office

FROM: Jim Haas, Chair

RE: Waterfront Music Green - Tully Friedman's Gift

You asked that the I summarize the costs and the potential sources of funds for the Waterfront Pavilion Organ Project as they relate to Tully Friedman's gift.

1. Organ Pavilion. Estimated Construction Cost $3m

1. Organ Pavilion. Estimated Construction Cost $3m

   Cost to be covered by donated funds.

2. Installation of Organ in Pavilion $.5m

   Cost to be covered by Art Enrichment Funds
   from Embarcadero Roadway Project

3. Construction of "Music Green" Park $1m 469,112

   Paid for by the City from Downtown Park Fund Roma Design

4. Endowment to Support Organ $2m

   Amount to be raised by donated funds.

The private fundraising program anticipated a number of naming opportunities, the largest being the Organ at $1.5m. (In San Diego, the organ in Balboa Park is the Spreckels Organ, named after the donating family.) It has been suggested that we approach Charles and Helen Schwarb about the naming gift.

Tully Friedman is interested in making a gift in return for naming the "Music Green" Park after his family. The name of the Park would have less public currency than the Organ and so a lesser price was anticipated. The Recreation and Parks

Department often attempts to use funds raised in return for a naming opportunity as endowment to maintain a park. In the case of the Music Green, its maintenance is covered by the longstanding agreement between the Embarcadero Center and Redevelopment Agency and so the Recreation and Parks Department incurs no cost. Thus, funds raised from the naming opportunity for the "Music Green" should be free to help pay for the Organ Pavilion. If Tully was to commit to a $1m contribution, the amount would be equal to 100% of the cost of the Park. If the Mayor wanted to negociate with him personally, he might get Tully to increase his commitment. If not, I believe that we can get him to give or guarantee $1m to the construction of the Pavilion.

Let me know if you need more information.

~~Tully is~~ interested ~~in having the Music green named after~~ his ~~family~~.

City and County of San Francisco **Recreation and Park Department**

October 12, 1999

Ms. Bonnie S. Pybus
Property Manager
Four Embarcadero Center, Suite 2600
San Francisco, CA 94111-5994

RE: Justin Herman Plaza Maintenance Agreement Draft

Dear Ms. Pybus:

The Recreation and Park Department has reviewed your letter to DPW along with the MOU drafts pertaining to the maintenance responsibilities for areas of the Justin Herman Plaza.

The City has altered the configuration of the areas of the plaza that BP/EC maintains. That alteration does not relieve BP/EC of its obligations under the agreement reflected in the Recreation and Park Commission's Resolutions 11476 and 11857, to maintain the areas of Justin Herman Plaza, which include the new Belvedere regions.

The plaza facilities attract users and consumers to the area and are a direct benefit to its tenants and employees. The Recreation and Park Department considers the responsibilities required to maintain these areas commensurate to the privileges accorded the Embarcadero Center for restaurant seating and access amenities. Accordingly, the maintenance of the plaza should include trash services, graffiti removal, and landscape maintenance. We feel that the continued maintenance of these areas, however reconfigured, is in keeping with past practices as well as with the intent of the adopted resolutions.

In addition, we request that the involved parties revise Item D-2 of the MOU. The last sentence of that section states that Rec/Park shall maintain the irrigation system for the lawn areas in Justin Herman Plaza South, and in the North and South Belvedere regions. We agree that the MOU should acknowledge Rec/Park's duty to maintain the main irrigation lines. However, because PB/EC will be mowing these areas, the responsibility of repairing and replacing the sprinkler heads should reside with them. We have attached a copy of the revised MOU for your review.

Very truly yours,

Deborah Learner

Deborah Learner
Park Planner

DL:ems

c: Jenny O'Connor
Mariam Morley
Kevin Barteaux

pybus090199

10/18

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

City and County of San Francisco

Department of Public Works
Project Management

September 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

*Changes to the previous draft are noted as follows:

- Rec/Park deletions are marked by striking through the deletion (ex. ~~strikethrough~~)
- Rec/Park additions are marked by underlining the addition (ex. underline). Bold letters that are underlined are not additions.
- BP/EC additions are noted by italics (ex. *italics)*

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The *Four Embarcadero Center Venture* (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza

This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building

   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade

   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks

   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.

   better.
2. Herb Caen Promenade

   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:

   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. Belvedere paving shall be maintained by BP/EC; including sweeping, ~~and~~ cleaning, janitorial/trash services, and graffiti removal. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza

   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202

   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street

   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza

Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by BP/EC and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC. BP/EC shall be responsible for graffiti removal on any wall surfaces in Justin Herman Plaza.

3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.
4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees and *Liquidambars* lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; their irrigation system shall be maintained by Rec/Park. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. BP/EC shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and PB/EC shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all *Liquidambar* trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no

responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

City and County of San Francisco **Recreation and Park Department**

February 28, 2000 DRAFT

MAINTENANCE AGREEMENT

Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.
- 4ECV shall police daily, sweep, cleaning and trash removal OK
- Excluding - Responsibility for power washing and graffiti removal ✓

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.
  TBD ✓

Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:
- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.

- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

Joel Robinson, Acting General Manager
San Francisco Recreation & Park Department

Date

Bonnie Pybus, Manager
Four Embarcadero Center Venture

Date

City and County of San Francisco **Recreation and Park Department**

December 30, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

How referenced.

Parties to this Agreement:

The City and County of San Francisco (the City), the Recreation and Park Department (Rec/Park), and the Four Embarcadero Center Venture (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- BP/EC shall maintain all concrete and brick paving. ok
- Rec/Park shall perform replacement and repair work. ok.

2. Belvedere Areas North & South:
- BP/EC shall maintain all concrete and brick paving.
- Rec/Park shall perform replacement and repair work.

BP OK w/
- police daily
- remove trash
- sweeping/cleaning trash removal
- hose down power washing
- graffiti removal

TBD.

B. Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- BP/EC shall maintain benches in Justin Herman Plaza North. OK.
- The City shall perform repairs and/or replacement of benches in Justin Herman Plaza North. OK DPW
- The City shall maintain, repair, and replace benches in Justin Herman South. OK DPW
- BP/EC shall empty and replace all trash receptacles. OK
- BP/EC shall be responsible for maintaining all wall surfaces. OK.

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

2. Belvedere Areas North & South:

- The City shall maintain, repair, and replace all benches. ok
- BP/EC shall empty all trash receptacles. OK
- The City shall replace trash receptacles as needed. ok
- ~~BP/EC~~ shall be responsible for maintaining all wall surfaces. to be determined

D. Planting and Irrigation: Irrigation system maintenance shall include all work from the ~~beginning at the back of~~ water meter to the sprinkler heads. Tree maintenance shall include ~~trimming,~~ staking and replacing trees; ~~and~~ maintaining and replacing tree grates and the mulch and groundcover plantings. maintaining

ck if palm trees this in area

1. Justin Herman Plaza North & South:

- The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. OK
- BP/EC shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North~~, and Rec/Park shall maintain their irrigation system.~~ ck if in areas as stated.
- Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. OK
- BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement. OK
- Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas. OK

-Is there irrigation outside of lawn ie for trees in grates.

2. Belvedere Areas North & South:

- The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. OK
- BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement. OK ck if 4 ginkos in lawn
- Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas. OK.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

o Negotiate w/street Cleaning to do power washing of N/S.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving and Concrete Walls:

see old

1. Paving in Right of Way
   The manufactured stone pavers located between palm trees along The Embarcadero's southbound sidewalk fronting Block 202 and Justin Herman Plaza shall be maintained by DPW. Maintenance shall include sweeping and repair of pavers.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art elements within the project area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   BU 2nd Party agreement w/ Rec Park
   on Resp of Rec Park thru 3rd party agreement
   Concrete and brick paving within Justin Herman Plaza North and South and the North and South Belvedere Areas shall be maintained by Rec/Park; including sweeping and cleaning, and janitorial and trash services. Replacement and repair work of the paving shall be performed by ~OK Rec/Park. Graffiti removal on the precast concrete walls shall be performed by Rec/Park. & distinguish Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance of the granite paving shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Blocks 202 and 203
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete. Rec/Park shall maintain and clean concrete retaining walls on Block 203 at Davis Street.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by Rec/Park, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by Rec/Park and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by Rec/Park.
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.

see language.

City and County of San Francisco

Department of Public Works
Project Management

December 27, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension and Surface Street and Transit Improvements Project

Parties to this Agreement:

The Department of Public Works (DPW); Recreation and Park Department (Rec/Park); and the Port of San Francisco (the Port).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project and Surface Street and Transit Improvements Project. See Attachments A and B for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   Maintenance of The Embarcadero and Davis Street street lighting shall be performed by the Bureau of Heat Light and Power (BLHP) as detailed in the Waterfront Transportation Projects MOU.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights will be owned and maintained by Rec/Park. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. The Public Transportation Department (PTD) will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Blocks 202 and 203
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

Liquidambars?

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. Rec/Park shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; and their irrigation system. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. Rec/Park shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all London Plane trees and their irrigation system within the plaza.
4. Rincon Point Park
   The Port, as per previous agreements, shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.

DPW?

5. Blocks 202 and 203
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover. Shrub planting and its irrigation along Davis Street shall be maintained by Rec/Park.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

by whom

City and County of San Francisco **Recreation and Park Department**

- Statement of Start Date Maintenance Period - + Warrenty Period.

- fernando - need trash cans on open areas
- Skateboarders already damaging skate blocks.

March 29, 2000

grand opening

DRAFT

- Signage needed - as part circle DPT sign shop.
- grates aren't over drains
by Dubufet

MAINTENANCE AGREEMENT

Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving with the exception of graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.
- ***TBD – responsibility for power washing and graffiti removal.***

will do policing

weekly - Joel to Discuss w/ D.P.W. re power / Ron to discuss re graffiti.

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.
- ~~***TBD – responsibility for maintaining all wall surfaces.***~~

- they do JHP 3x/week.

→ Dumpster in Summer time
in

Holly

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

4ECV

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

starts date

Approvals:

Joel Robinson, Acting General Manager
San Francisco Recreation & Park Department

Date

Bonnie Pybus, Manager
Four Embarcadero Center Venture

Date

Date: 2/7/00
Sender: Bonnie_Pybus@bostonproperties.com
To: Kevin Barteaux;Deborah Learner
cc: Teresa_Longchamp@bostonproperties.com
Priority: Normal
Subject: JHP Maintenance Agreement

Based on the expanded Justin Herman Plaza layout, I have reviewed with our janitorial maintenance contractor their recommendation of cleaning requirements for all the areas of the new Plaza. The following is a recap of their recommendations:

1. Foresee only minor increases in labor requirements for the cleaning of the renovated JHP North and South areas to include the expanded areas behind the Vaillancourt Fountain and the Market Street pedestrian zone.

B.P.

2. Project the cleaning (policing and dumping trash) for the North and South Belvedere areas at approximately 15 hours per week. Unable to project the increase in debris boxes to accommodate this trash.

BP

3. Power washing of the North and South Belvedere areas projected to require 18 hours overtime (6 hours, 3 times per week). It is our experience in powerwashing JHP North and South areas and the Market Street Pedestrian Zone that this must commence at 5:00 am due to heavy commuter traffic in these areas by 7:00am.

These are only estimates and the labor hours may increase in the summer months due to increased usage and traffic.

Cleaning before, during and after events held in the Plaza require additional engineering, landscaping and cleaning labor and are not part of this maintenance agreement.

Pursue w/ Sandy

See you Thursday, February 17 at 10:30am.

Bonnie Pybus

Boston Properties

BOSTON, MA
NEW YORK, NY
PRINCETON, NJ
SAN FRANCISCO, CA
WASHINGTON, D.C.

July 12, 1999

Ms. Jennifer O'Connor
City and County of San Francisco
Department of Public Works Project Management
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

RE: JUSTIN HERMAN PLAZA MAINTENANCE AGREEMENT DRAFT

Dear Jenny:

We have reviewed the June 24, 1999 draft of the Maintenance Agreement and have the following comments and questions:

1. Indicate on the map the area that is 'JHP North'.

2. Indicate on the map where the debris boxes will be placed at north and/or south end of the Plaza. These debris boxes are used to deposit trash from the trash receptacles in the JHP North and South areas.

3. Indicate on the map where the water sources are for hookup of the power washing hoses.

4. **Section C.2:** BP/EC will not be providing janitorial services in the Belvedere areas or emptying the trash in these areas. Where will the trash be deposited from the receptacles in the Belvedere areas? As BP/EC currently pays for the debris boxes required for trash from the receptacles in the JHP North and South areas, an increase of trash would result in the need for additional boxes. Cost for additional debris boxes must be borne by others.

5. **Section D. 2:** Revise to reflect (4) Gingkos and (6) Elms. Also include statement that Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops.

6. **Section D.5:** Revise to reflect (7) Gingkos.

7. Provide an irrigation layout to include location of irrigation clock.

I've enclosed a copy of the edited June 24, 1999 Maintenance Agreement and a map for your reference.

Sincerely,

Bonnie S. Pybus, RPA
Property Manager
Three and Four Embarcadero Center

Enclosures

xc: Holly Kerl, Boston Properties
Deborah Learner, S.F. Recreation & Park Department

City and County of San Francisco

Department of Public Works
Project Management

June 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The Boston Properties/Embarcadero Center (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by BLHP. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW., Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt,

high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.

* indicate on map JHP north

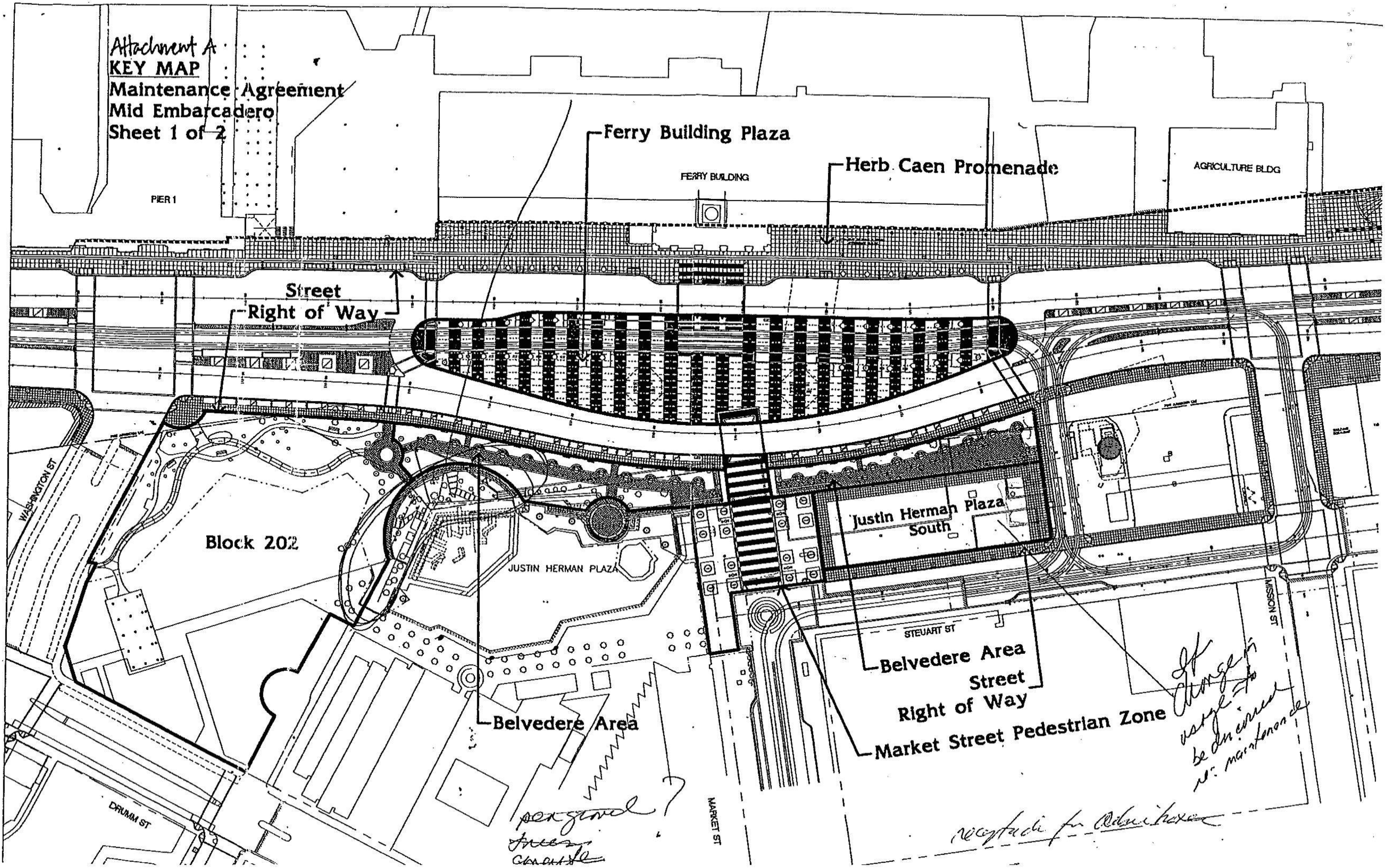
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. *Belvedere paving shall be maintained by Rec/Park ~~or BP/EC~~.* Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. ? *Trash receptacles in the North and South Belvedere shall be emptied ~~by BP/EC~~ and replaced by DPW.* Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC.
3. Ferry Building Plaza

Attachment A

KEY MAP
Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2


Ferry Building Plaza
Herb Caen Promenade
FERRY BUILDING
AGRICULTURE BLDG
PIER 1
Street Right of Way
WASHINGTON ST
Block 202
JUSTIN HERMAN PLAZA
Justin Herman Plaza South
STEUART ST
MISSION ST
Belvedere Area
Street Right of Way
Market Street Pedestrian Zone
Belvedere Area
DRUMM ST
MARKET ST

If change in usage to be discussed re: maintenance

pea gravel ?
~~trees~~
granite

receptacle for [illegible]

May 6, 1999

MEMORANDUM

TO: Gloria Koch-Gonzalez, Rec/Park Dept.

FROM: Jenny O'Connor, DPW

SUBJECT: Questions from Embarcadero Center staff on Mid-Embarcadero maintenance agreement

Here are the questions that Bonnie Pybus from Embarcadero Center has asked about the Justin Herman Plaza and adjacent areas regarding maintenance:

1. The existing pines/poplars are in poor condition, need pruning and spray work for aphids/scale, one looks almost dead – will Rec/Park continue to maintain existing trees and EC maintain only new chinese elms? The trees are very old and the possibility of damage by winter storms is high. EC would like confirmation that R/P will continue to prune and replace/remove any damaged trees in the JHP area. response

   Response Rec Park Urban Forestry will continue to maintain existing trees within Justin Herman Plaza (5/11/99
2. Provide Rec/Park policies on spraying for weeds and pests (applications, procedures, signposting, etc.) Also for exterminator services. Will EC be obligated to abide by Rec/Park policies for their part of the landscape maintenance work in JHP? Insert response
3. Irrigation: Define "irrigation repair", i.e., stolen heads, hosebib repair, system repair? What are EC'c responsibilities? What is the expected turnaround time for Rec/Park to repair irrigation after notification from EC?

   Response

I'm attaching an updated copy of the draft maintenance agreement. As we discussed, EC has not agreed to all the proposed maintenance in the JHP area. They will be getting an estimate for the proposed maintenance from their contractor. From there they will determine what they will agree to in terms of maintenance.

Could you prepare a written response to the above questions? I will work on the DPW questions. I told Holly Kurl and Bonnie Pybus that we would respond by the week of May 17. Please call me (664-9609 (H) or 558-4019 (Work phone mail)) if you want to talk about these further.

Thanks for your help.

cc: Mike Morlin
Deborah Learner ✓

City and County of San Francisco

Department of Public Works
Project Management

c: Ron de Leon
Gloria Koch-Gonzalez
Jim Holt
Mike Morlin
Please review and comment. Thanks.
Deborah Learner

September 9, 1998

DRAFT

see 6/24/99 revision

better define areas of resp on map, esp by fountain

AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The Embarcadero Center (EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights, and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by BLHP. The Belvedere area will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Landscape lights and Palm uplights are owned by Rec/Park, but shall be maintained by DPW. DPW shall be responsible for repair and replacement of luminaires, poles, and mounting brackets.

mario

3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway.

PTC will perform all maintenance of trackway lights as discussed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade, including the Art Ribbon, shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art s Commission shall repair and replace lamps within the Art Ribbon annually, as detailed in the Waterfront Transportation Projects MOU. ck if we ~~maintain~~ want to maintain
3. Justin Herman Plaza
   separate item
   Belvedere, concrete and brick paving shall be maintained by EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

Market St. Ped Zone, + Belvedere - N & S by Justin H. EC or Rec Park

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU. DPW shall remove graffiti and replace receptacles as needed.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza N & S + Belv. N & S
   Separate
   justin plaza [illegible]
   Benches in the Belvedere Area and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the main plaza shall be maintained by EC. This work includes cleaning, repairing, and replacing. Trash receptacles in the northern Belvedere and the main plaza shall be emptied by EC; however, replacement shall be the responsibility of DPW.
   w/ exception 2 city benches replaced by City - DPW
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing.
4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.

JHS - trash -

5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees and Liquidambars lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza N, Belvede
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. EC shall maintain the new Gingkos and Elms; their irrigation system shall be maintained by Rec/Park. EC shall maintain all lawn areas within the Belvedere Area and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation system for these lawn areas. not day to day

   differentiate areas

   unless
3. Ferry Building Plaza
   DPW shall maintain all Liquidambar trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos, and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

→ ck on irrigation – Judy to ck w/ Holly.

— lawn area in belvedere – ck. w/ Gloria on what was decided re mowing grass.

City and County of San Francisco

Department of Public Works
Project Management

Gloria KG
Mario Avendano
Mike Morlen
Mario
8/4

DRAFT

Date: July 23, 1998

To: All Parties Listed Below

Through: Mark Primeau, AIA
Director of Public Works

From: Jennifer O'Connor, Project Manager
Department of Public Works

Re: Maintenance Agreement
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The Embarcadero Center (EC).

Purpose of Agreement:

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A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights, and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by BLHP. The Belvedere area will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Landscape lights and Palm uplights are owned by Rec/Park, but shall be maintained by EC. Rec/Park shall be responsible for repair and replacement of luminaires, poles, and mounting brackets.

Electrical!
Mario

3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as discussed in the Waterfront Transportation Projects MOU.
4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade, including the Art Ribbon, shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art s Commission shall repair and replace lamps within the Art Ribbon annually, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza
   Brick paving shall be maintained by EC. Maintenance shall include sweeping, replacement, and repair work. Belvedere paving shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU. DPW shall remove graffiti and replace receptacles as needed.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the Belvedere Area and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the main plaza shall be maintained by EC. This work includes cleaning, repairing, and replacing. Trash receptacles in the northern Belvedere and the main plaza shall be emptied by EC; however, replacement shall be the responsibility of DPW.
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing.
4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Parcel 202
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees and Liquidambars lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. EC shall maintain the new Gingkos and Elms, and their irrigation system. EC shall maintain all lawn areas within the Belvedere Area and Justin Herman South; including mowing, fertilizing, and lawn replacement; and maintenance of the irrigation system.
3. Ferry Building Plaza
   DPW shall maintain all Liquidambar trees and their irrigation system within the plaza.
4. Rincon Point Park
   DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Parcel 202
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos, and the new planter with shrubs and groundcover.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

Approved:________________________________ Date:________________
Mark A. Primeau, AIA
Director of Public Works

Approved:________________________________ Date:_________________
Mel Baker, Superintendent
Bureau of Street & Environmental Services
Department Public Works

Approved:________________________________ Date:_________________
Joel Robinson, General Manager
Recreation and Park Department

Approved:________________________________ Date:_________________
XX, General Manager
The Port of San Francisco

Approved:________________________________ Date:_________________
XX, Bureau Chief
Bureau of Light, Heat & Power
Public Utilities Commission

Approved:________________________________ Date:_________________
XX, Bureau Chief
Public Transportation Department

Approved:________________________________ Date:_________________
Bonnie Pybus, Property Manager
The Embarcadero Center

Approved:________________________________ Date:_________________
Jennifer O'Connor, Project Manager
Department of Public Works

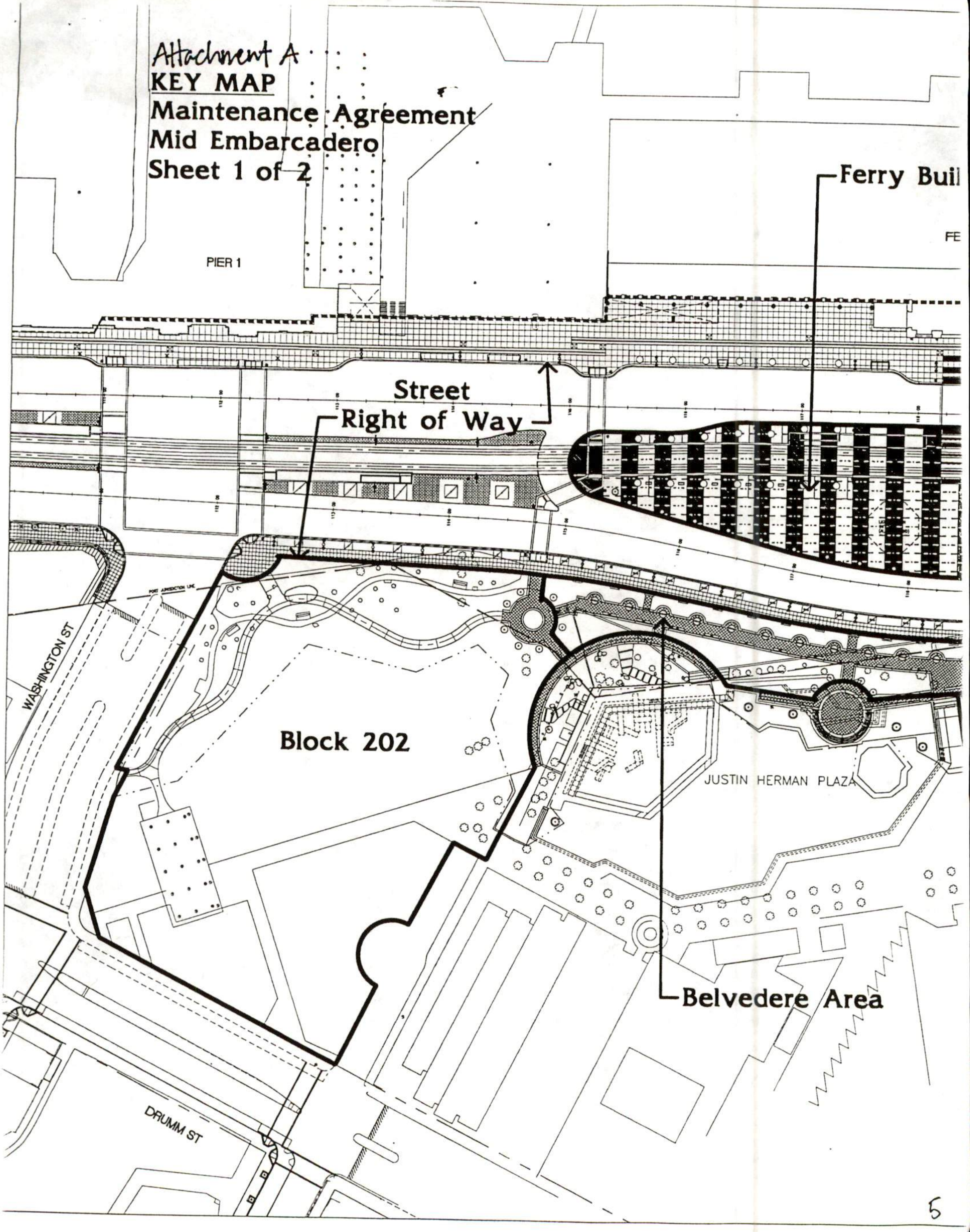
Attachment A – Key Map
Attachment B – Waterfront Transportation Projects MOU

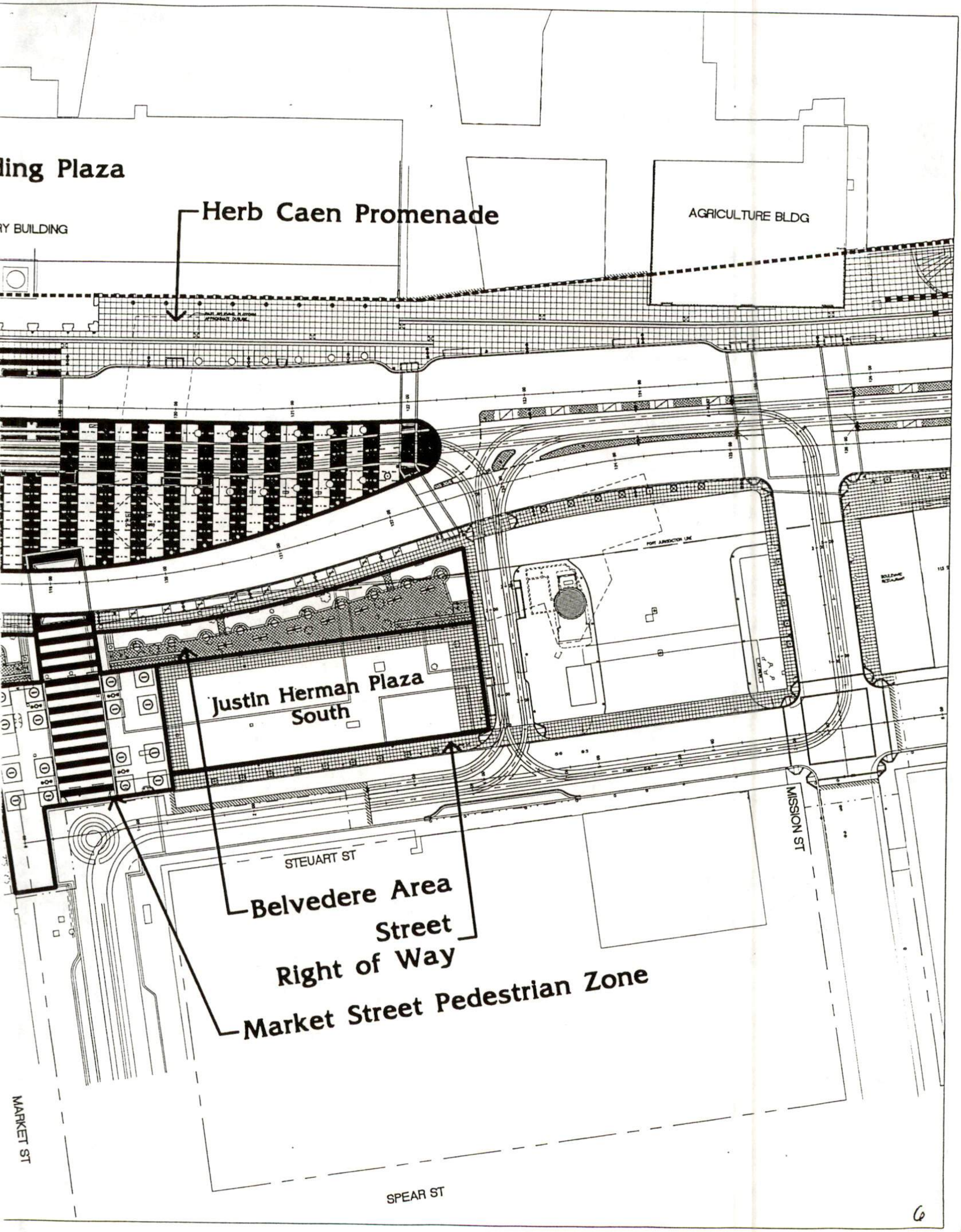
c. Kathy How
Deborah Learner
Gloria Gonzaga Koch
Fernando Cisneros
Judi Mosqueda

Attachment A

KEY MAP

Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2


PIER 1
Ferry Buil
FE
Street
Right of Way
WASHINGTON ST
PORT JURISDICTION LINE
Block 202
JUSTIN HERMAN PLAZA
Belvedere Area
DRUMM ST

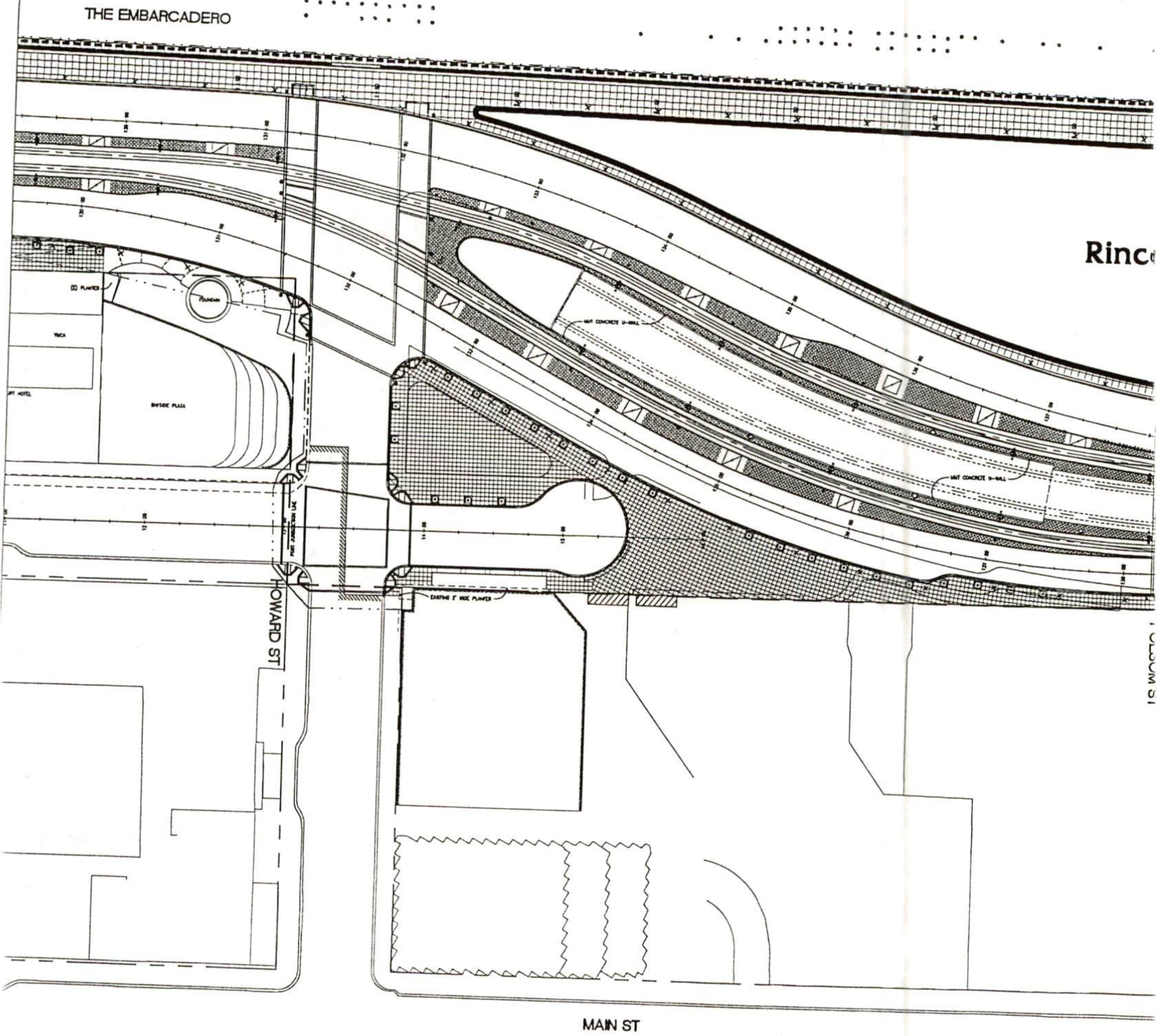


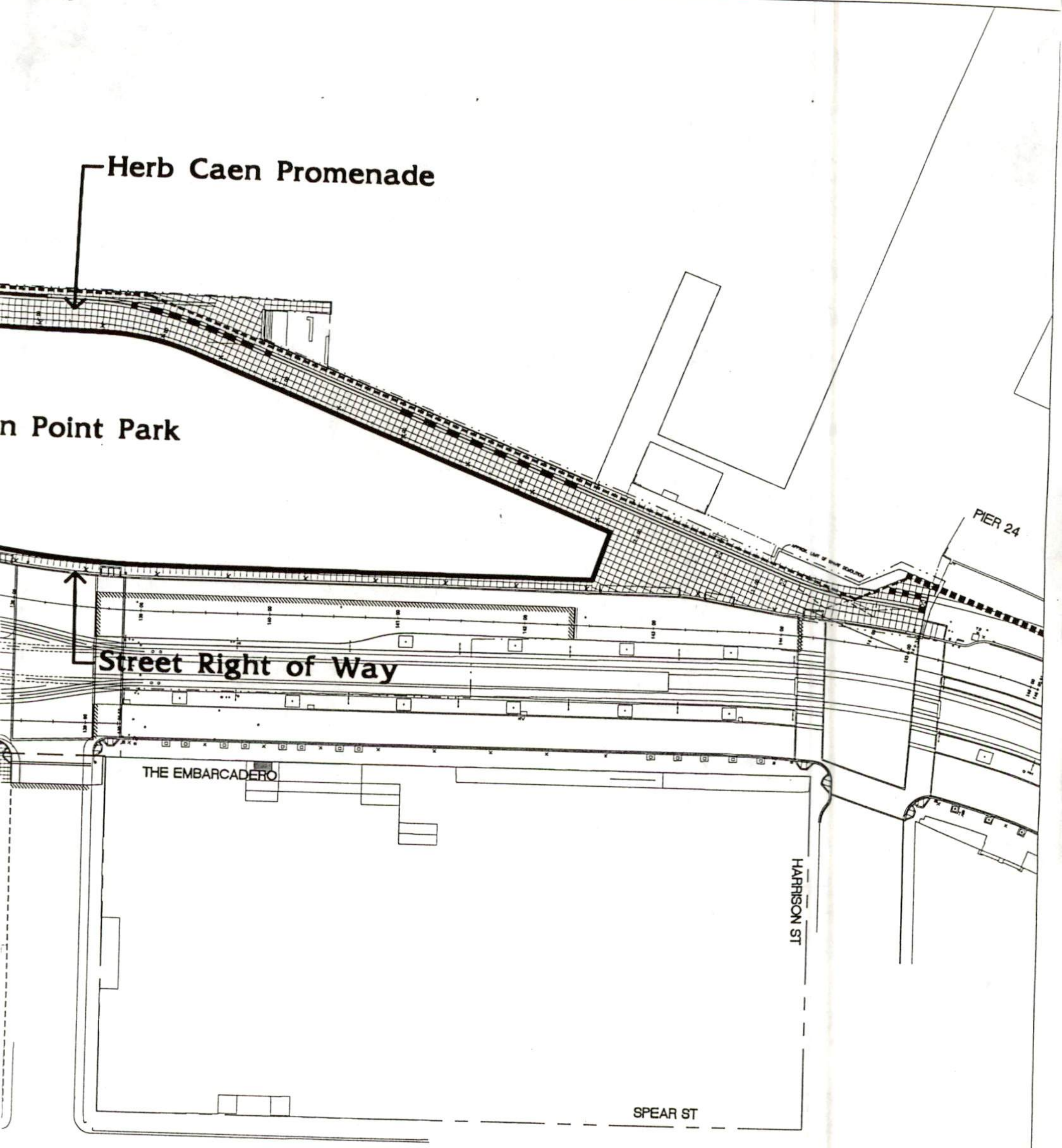
ding Plaza
Herb Caen Promenade
RY BUILDING
AGRICULTURE BLDG
Justin Herman Plaza South
Belvedere Area
Street Right of Way
Market Street Pedestrian Zone
STEUART ST
MISSION ST
MARKET ST
SPEAR ST
PORT JURISDICTION LINE

6

KEY MAP

Maintenance Agreement
Mid Embarcadero
Sheet 2 of 2


THE EMBARCADERO
Rinc
BAYSIDE PLAZA
YMCA
FOUNTAIN
HOWARD ST
MAIN ST


Herb Caen Promenade
n Point Park
Street Right of Way
PIER 24
THE EMBARCADERO
HARRISON ST
SPEAR ST

NOTES

GENERAL NOTES

1. THESE NOTES AND LEGEND REFER TO THE LANDSCAPE ARCHITECTURAL DRAWINGS.

2. FOR ADDITIONAL NOTES AND LEGENDS REFER TO ROADWAY AND ELECTRICAL DRAWINGS.

3. VERIFY EXISTING GRADES AND SITE CONDITIONS BEFORE PROCEEDING WITH ANY WORK.

4. THE LIMIT OF WORK (L.O.W.) OCCURS AS SHOWN ON PLANS. THIS LINE, AS DESCRIBED ABOVE, IS DIAGRAMMATIC AND IS INTENDED TO DELINEATE LANDSCAPE WORK. FOR ADDITIONAL INFORMATION SEE ROADWAY DOCUMENTS.

5. ANY REFERENCE IN THE DOCUMENT TO "AS DIRECTED" OR "DIRECTIONS" REFER TO DIRECTIONS GIVEN BY THE ENGINEER.

6. ALL WORK TO BE PERFORMED SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES OF GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE PROJECT.

7. PROTECT ALL UTILITIES, IMPROVEMENTS AND STRUCTURES WHETHER SHOWN ON THE DRAWINGS OR NOT AND RESTORE TO NEW CONDITION AT NO ADDITIONAL COST TO THE CITY, IF DAMAGED DURING THE COURSE OF WORK, AS PROVIDED FOR IN THE SPECS.

8. MAINTAIN ALL GRADES, LINES, LEVELS, AT LOCATIONS AS REQUIRED FOR THE PROPER EXECUTION OF THE WORK.

9. COORDINATE ALL WORK TO PREVENT CONFLICTS BETWEEN TRADES AND REPORT CONFLICTS OR INCONGRUITIES BETWEEN NEW IMPROVEMENTS AND/OR EXISTING FACILITIES TO THE ENGINEER IMMEDIATELY.

10. SEE DEMO DRAWINGS FOR DEMOLITION WORK.

LAYOUT NOTES

1. FOR LAYOUT OF TRAFFIC POLES, SEE TRAFFIC & ELECTRICAL DWGS.

2. ALL TRANSITIONS BETWEEN CURVES AND STRAIGHT EDGES SHALL BE SMOOTH.

3. VERIFY ALL DIMENSIONS AND SURVEY INFORMATION IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH WORK IN THE AREAS AFFECTED.

4. WRITTEN DIMENSIONS ON DRAWINGS SUPERSEDE SCALED DIMENSIONS.

5. ALL DIMENSIONS AT CURB ARE FROM BACK OF CURB, UNLESS OTHERWISE NOTED.

6. ALL DIMENSIONS SHOWN ARE TO BE MEASURED HORIZONTALLY.

7. FOR ADDITIONAL INFORMATION REGARDING SIDEWALKS, CURB CUTS, RAMPS, DRIVEWAYS, AND CROSSWALKS, SEE ROADWAY DRAWINGS.

8. VERIFY THE LOCATIONS OF ALL UTILITIES, VAULTS AND COVERS INCLUDING EXISTING AND PROPOSED, AND REPORT ANY CONFLICTS TO THE ENGINEER BEFORE PROCEEDING WITH WORK IN THE AREA AFFECTED.

9. STAKE ALL PAVED AREAS AND FOOTINGS FOR WALLS FOR REVIEW AND ACCEPTANCE BY THE ENGINEER PRIOR TO CONSTRUCTION.

10. EXPANSION JOINTS TO BE PLACED WHERE ALL HORIZONTAL PAVING ABUTS A VERTICAL SURFACE AND/OR AS INDICATED ON THE DRAWINGS. JOINTS SHALL BE 3/8" PRE-MOLDED ASPHALTIC FIBER MATERIAL WITH NON-SHRINK SEALANT AND BACKER ROD. COLOR SHALL MATCH ADJACENT CONCRETE.

GRADING & SOIL PREPARATION NOTES

1. SEE ROADWAY DRAWINGS FOR GRADING INFORMATION FOR SIDEWALKS.

2. VERIFY ALL GRADES IN THE FIELD BEFORE PRECEDING WITH WORK, INCLUDING EXISTING IMPROVEMENTS AND LOCATION, AND RIM ELEVATIONS OF PROPOSED CATCH BASINS AND AREA DRAINS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE SURFACE DRAINAGE IN ALL PAVING AND PLANTING AREAS. ALL GROUND SURFACES SHALL BE FINISHED TO UNIFORM GRADES IN SUCH A MANNER AS TO DRAIN PROPERLY AND BE FREE OF DEPRESSIONS WHICH CAUSE AREAS OF STANDING WATER.

4. SEE SPECIFICATIONS FOR COMPLETE PLANTING PIT BACK FILL AND PLANTING TRENCH BACK FILL INSTALLATIONS.

5. PROVIDE A SMOOTH TRANSITION BETWEEN EXISTING AND NEW GRADES IN PLANTING AREAS.

6. WHERE NEW PAVEMENT ABUTS EXISTING PAVEMENT, FINISH GRADES SHALL BE FLUSH UNLESS OTHERWISE NOTED.

7. EASE THE TOP AND TOE OF ALL SLOPES TO PROVIDE SMOOTH TRANSITIONS BETWEEN GROUND PLANES.

8. THE ENGINEER RESERVES THE RIGHT TO MAKE ADJUSTMENTS IN THE FINISH GRADES AS THE WORK PROGRESSES.

IRRIGATION NOTES

1. THE IRRIGATION SYSTEM IS DESIGNED BASED UPON THE AVAILABILITY OF 60 PSI AT THE POINT OF CONNECTION AND 40 GPM MAXIMUM FLOW THROUGH VALVES. NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH SYSTEM INSTALLATION.

2. VERIFY PRESSURE, FLOW, SIZE AND LOCATION OF POINTS OF CONNECTION, MAIN LINES, CONTROLLERS AND EXISTING EQUIPMENT SHOWN ON PLANS PRIOR TO COMMENCEMENT OF WORK. POINTS OF CONNECTION ARE SHOWN ON SHEETS LI-1.0 AND LI-2.0. ANY DISCREPANCY BETWEEN THE DRAWINGS AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE INSTALLATION OF ANY PIPE.

3. THE CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF AN IRRIGATION SYSTEM THAT PROVIDES 100% COMPLETE AND APPROPRIATE COVERAGE IN ALL PLANTING AREAS. THE WORK OF THE CONTRACT INCLUDES ADJUSTMENT TO QUANTITIES OF PIPING, HEADS, NOZZLES AND OTHER EQUIPMENT, AS NECESSARY TO ASSURE COMPLETE COVERAGE. THE CONTRACTOR, AT THEIR SOLE COST, SHALL MAKE ALL ADJUSTMENTS AND MODIFICATIONS NECESSARY TO ENSURE COMPLETE IRRIGATION COVERAGE IF DISCREPANCIES WERE NOT REPORTED TO THE ENGINEER PRIOR TO PIPE INSTALLATION.

4. THE IRRIGATION DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW EXACT LOCATIONS OF PIPING AND VALVES. THE CONTRACTOR SHALL LOCATE ALL VALVE BOXES WITHIN PLANTING AREAS AND INSTALL LINES 12" CLEAR FROM CONCRETE PAVING UNLESS OTHERWISE NOTED ON THE DRAWINGS.

5. ALL EXISTING IRRIGATION LINES WITHIN THE L.O.W. THAT PROVIDE IRRIGATION TO EXISTING PLANTING OUTSIDE THE L.O.W. SHALL REMAIN FULLY OPERATIONAL AS PART OF THIS CONTRACT. THE WORK SHALL INCLUDE THE INSTALLATION OF TEMPORARY LINES, THE RELOCATION AND REPAIR OF EXISTING IRRIGATION LINES AND EQUIPMENT, AS REQUIRED.

6. EXISTING IRRIGATION COMPONENTS INDICATED ON PLANS ARE SHOWN IN APPROXIMATE FIELD LOCATIONS. FIELD VERIFY EXISTING CONDITIONS BEFORE BEGINNING WORK. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEM INCURRED DUE TO CONSTRUCTION AT NO ADDITIONAL COST TO THE CITY.

7. VERIFY THE OPERABILITY OF EXISTING BACKFLOW PREVENTION DEVICES.

8. COORDINATE WORK WITH ALL APPROPRIATE TRADES FOR THE INSTALLATION OF PIPING, PIPE SLEEVES AND ELECTRICAL CONDUIT.

9. ALL PIPING AND CONTROLLER WIRING UNDER PAVING SHALL BE IN CLASS 315 PVC SLEEVES OF SUFFICIENT SIZE TO ALLOW FOR EASY INSERTION AND REMOVAL.

PLANTING NOTES

1. SEE SPECIFICATIONS FOR FULL PLANTING INFORMATION.

2. PLANT LIST (SEE SHEET LP-2.1) IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR.
IN CASE OF DISCREPANCIES, THE PLANS SHALL GOVERN.

3. CONTRACTOR SHALL REVIEW PLANT LOCATIONS WITH THE ENGINEER PRIOR TO PLANTING. LOCATIONS SHOWN ON PLANS ARE DIAGRAMMATIC ONLY. PLANT ALL AREAS AFFECTED BY GRADING OPERATIONS. RESTORE ALL PLANTING AREAS DAMAGED BY CONSRUCTION.

4. THE ENGINEER RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS, OR DELETIONS IN THE PLANTING SCHEME AS THE WORK PROGRESSES.

5. THE ENGINEER IS TO INSPECT AND TAG ALL PLANT MATERIAL AT NURSERY GROWING GROUNDS PRIOR TO DELIVERY. UPON DELIVERY CONTRACTOR SHALL REVIEW ALL PLANT MATERIAL ON SITE WITH ENGINEER AND INSTALL MATERIAL ONLY AFTER OBTAINING WRITTEN APPROVAL FROM THE ENGINEER.

6. UNLESS OTHERWISE NOTED, ALL GROUNDCOVERS ARE TO BE PLACED TRIANGULARLY.

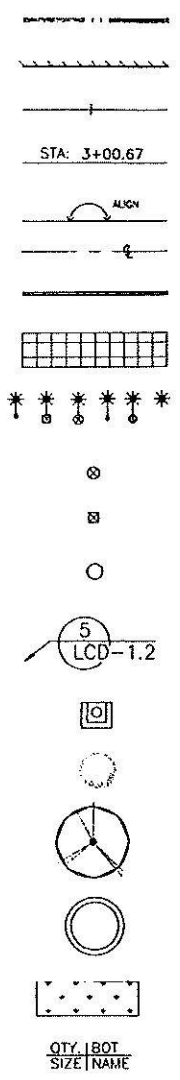
7. ALL PLANTING AREAS TO RECEIVE 1 1/2" MIN. BARK MULCH. SEE SPECIFICATIONS.

8. PROTECT ALL EXISTING TREES TO REMAIN ACCORDING TO SSDPWSF SECTION 1001.

ABBREVIATIONS

AC	ASPHALTIC CONCRETE
ACI	AMERICAN CONCRETE INSTITUTION
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS
BW	BOTTOM OF WALL
CCSF	CITY & COUNTY OF SAN FRANCISCO
CLR.	CLEAR
CONC.	CONCRETE
DEMO.	DEMOLITION
DIA., φ	DIAMETER
DWG(S)	DRAWING(S)
(E),EXIST.	EXISTING
E.J.	EXPANSION JOINT
GALV.	GALVANIZED
L.O.W.	LIMIT OF WORK
MAX.	MAXIMUM
MFR.	MANUFACTURER
MIN.	MINIMUM
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.D.	OUTSIDE DIAMETER
P.O.C.	POINT OF CONNECTION
PVC	POLYVINYLCHLORIDE
R.	RADIUS
RDWY	ROADWAY
REINF.	REINFORCED
SCH.	SCHEDULE
S.J.	SCORE JOINT
SPECS.	SPECIFICATIONS
STA. PT.	STATION POINT
ST.	STREET
STD.	STANDARD
SQ.	SQUARE
TW	TOP OF WALL
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED

REFERENCE SYMBOLS



LIMIT OF WORK LINE

CONFORM LINE

STATION LINE

STATION POINT

ALIGN AS SHOWN

CENTER LINE

CONCRETE RETAINING WALL

SIDEWALK

NEW LIGHT POLES AND RELOCATED LIGHT POLES
SEE ELECTRICAL DWGS.

TRAFFIC POLE- W/OUT MAST ARM (FOR REF. ONLY)
SEE ET (TRAFFIC) DRAWINGS COVER SHEET

TRAFFIC POLE- WITH MAST ARM (FOR REF. ONLY)
SEE ET (TRAFFIC) DWGS.

MUNI POLE (FOR REFERENCE ONLY)
SEE MUNI DWGS.

DETAIL CALL-OUT

TREE GRATE

EXISTING TREE TO REMAIN

TREE

TREE TO BE RELOCATED

LAWN

PLANTING CALL-OUT

INDEX TO DRAWINGS

L-0	COVER SHEET
LL-1.0	LANDSCAPE LAYOUT PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LL-2.0	LANDSCAPE LAYOUT PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LL-3.0	NOT USED
LL-4.0	LANDSCAPE LAYOUT PLAN- BRYANT STREET
LG-1.0	LANDSCAPE GRADING PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LG-2.0	LANDSCAPE GRADING PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LI-1.0	LANDSCAPE IRRIGATION PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LI-2.0	LANDSCAPE IRRIGATION PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LP-1.0	LANDSCAPE PLANTING PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LP-1.1	ENLARGED LANDSCAPE PLANTING PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LP-2.0	LANDSCAPE PLANTING PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LP-2.1	ENLARGED LANDSCAPE PLANTING PLAN- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LCD-1.1	LANDSCAPE CONSTRUCTION DETAILS- CONCRETE RETAINING WALL ENLARGED PLAN
LCD-1.2	LANDSCAPE CONSTRUCTION DETAILS- CONCRETE RETAINING WALL
LCD-1.3	LANDSCAPE CONSTRUCTION DETAILS- CONCRETE RETAINING WALL
LCD-1.4	LANDSCAPE CONSTRUCTION DETAILS- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LCD-1.5	LANDSCAPE CONSTRUCTION DETAILS- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LCD-2.1	LANDSCAPE IRRIGATION DETAILS- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LCD-2.2	LANDSCAPE IRRIGATION DETAILS- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS
LCD-3.1	LANDSCAPE PLANTING DETAILS- WASHINGTON, DAVIS, CLAY AND DRUMM STREETS

NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: BG DATE: 12/99

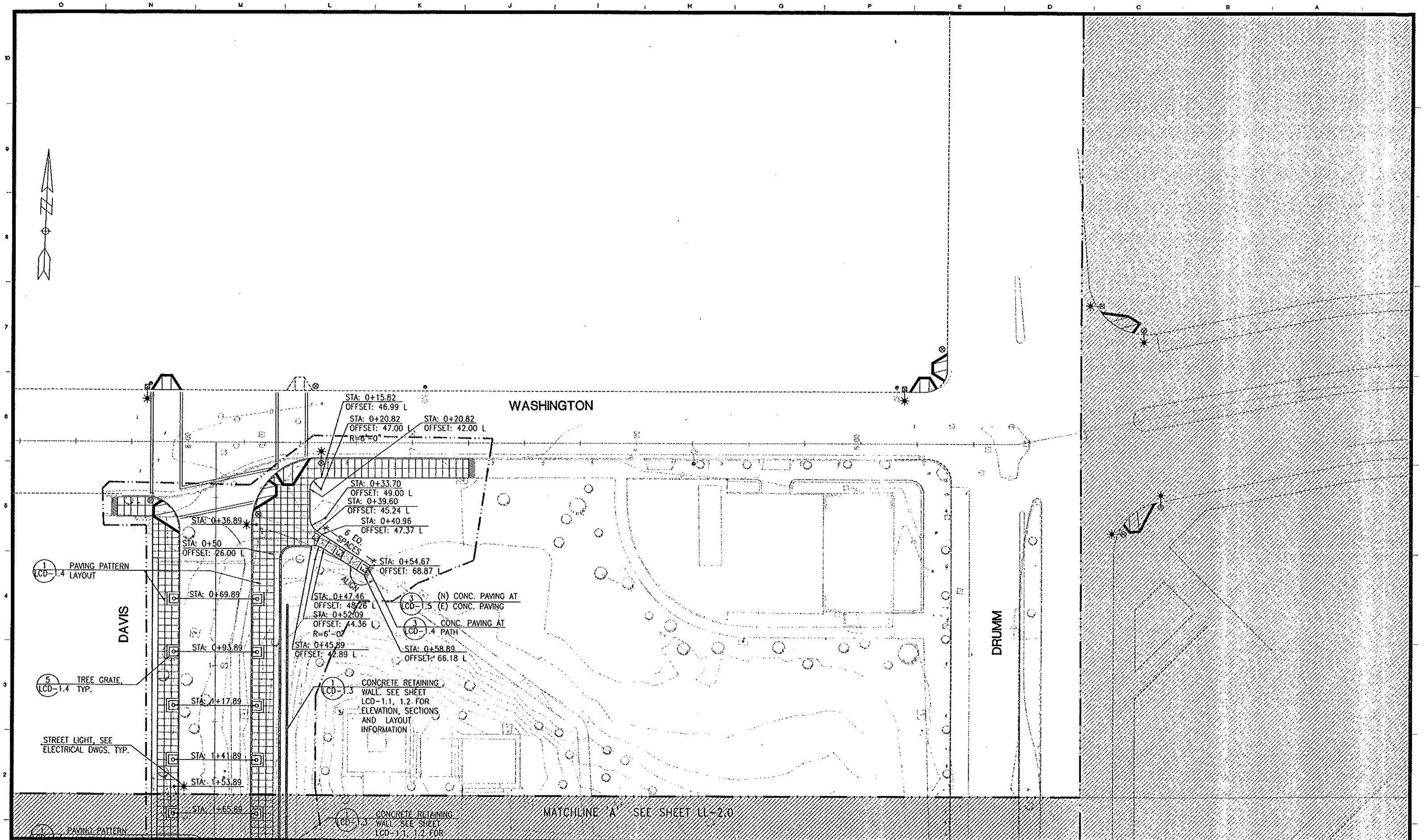
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

LANDSCAPE COVER SHEET

SPECIFICATION NO. 1756N
DRAWING NO. L-0
FILE NO. 71,973
REV. NO.


WASHINGTON
DAVIS
DRUMM
STA: 0+15.82
OFFSET: 46.99 L
STA: 0+20.82
OFFSET: 47.00 L
R=6'-0"
STA: 0+20.82
OFFSET: 42.00 L
STA: 0+33.70
OFFSET: 49.00 L
STA: 0+39.60
OFFSET: 45.24 L
STA: 0+40.96
OFFSET: 47.37 L
6 EQ. SPACES
ALIGN
STA: 0+36.89
STA: 0+50
OFFSET: 26.00 L
STA: 0+54.67
OFFSET: 68.87 L
1 LCD-1.4 PAVING PATTERN LAYOUT
STA: 0+69.89
STA: 0+47.46
OFFSET: 48.26 L
STA: 0+52.09
OFFSET: 44.36 L
R=6'-0"
STA: 0+45.89
OFFSET: 42.89 L
3 LCD-1.5 (N) CONC. PAVING AT (E) CONC. PAVING
3 LCD-1.4 CONC. PAVING AT PATH
STA: 0+58.89
OFFSET: 66.18 L
STA: 0+93.89
5 LCD-1.4 TREE GRATE, TYP.
1 LCD-1.3 CONCRETE RETAINING WALL. SEE SHEET LCD-1.1, 1.2 FOR ELEVATION, SECTIONS AND LAYOUT INFORMATION
STA: 1+17.89
STREET LIGHT, SEE ELECTRICAL DWGS. TYP.
STA: 1+41.89
STA: 1+53.89
STA: 1+65.89
1 LCD-1.3 CONCRETE RETAINING WALL. SEE SHEET LCD-1.1, 1.2 FOR
1 PAVING PATTERN
MATCHLINE 'A' SEE SHEET LL-2.0
O N M L K J I H G F E D C B A
10 9 8 7 6 5 4 3 2 1

NO.	DATE	DESCRIPTION	BY	APP

TABLE OF REVISIONS
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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT
MARTHA KETTERER
STATE OF CALIFORNIA

DESIGNED: GK,MK DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: BG DATE: 12/99

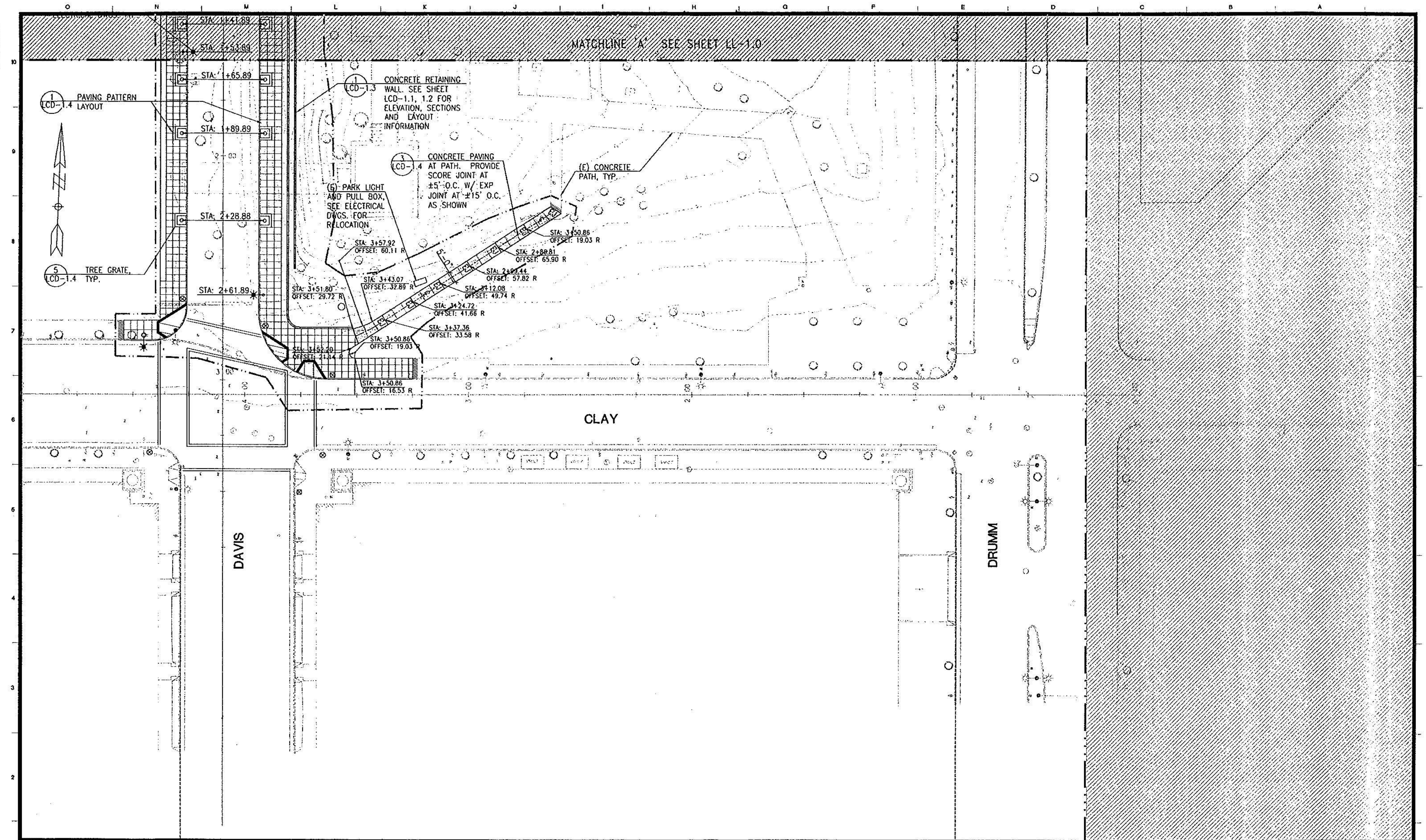
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE LAYOUT PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LL-1.0
FILE NO. 71,974
REV. NO.


MATCHLINE 'A' SEE SHEET LL-1.0
STA: 1+41.89
STA: 1+53.89
STA: 1+65.89
STA: 1+89.89
STA: 2+28.88
STA: 2+61.89
1 LCD-1.4 PAVING PATTERN LAYOUT
5 LCD-1.4 TREE GRATE, TYP.
1 LCD-1.3 CONCRETE RETAINING WALL. SEE SHEET LCD-1.1, 1.2 FOR ELEVATION, SECTIONS AND LAYOUT INFORMATION
3 LCD-1.4 CONCRETE PAVING AT PATH. PROVIDE SCORE JOINT AT ±5' O.C. W/ EXP JOINT AT ±15' O.C. AS SHOWN
(E) PARK LIGHT AND PULL BOX, SEE ELECTRICAL DWGS. FOR RELOCATION
(E) CONCRETE PATH, TYP.
STA: 3+50.86 OFFSET: 19.03 R
STA: 2+80.81 OFFSET: 65.90 R
STA: 2+99.44 OFFSET: 57.82 R
STA: 3+12.08 OFFSET: 49.74 R
STA: 3+24.72 OFFSET: 41.66 R
STA: 3+37.36 OFFSET: 33.58 R
STA: 3+57.92 OFFSET: 60.11 R
STA: 3+43.07 OFFSET: 32.89 R
STA: 3+51.80 OFFSET: 29.72 R
STA: 3+50.86 OFFSET: 19.03 R
STA: 3+52.20 OFFSET: 21.14 R
STA: 3+50.86 OFFSET: 16.53 R
5'-0"
2+00
3+00
CLAY
DAVIS
DRUMM
O N M L K J I H G F E D C B A
10 9 8 7 6 5 4 3 2 1

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT
MARTHA KETTERER
6-01
12-99
STATE OF CALIFORNIA

DESIGNED: GK,MK DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: BG DATE: 12/99

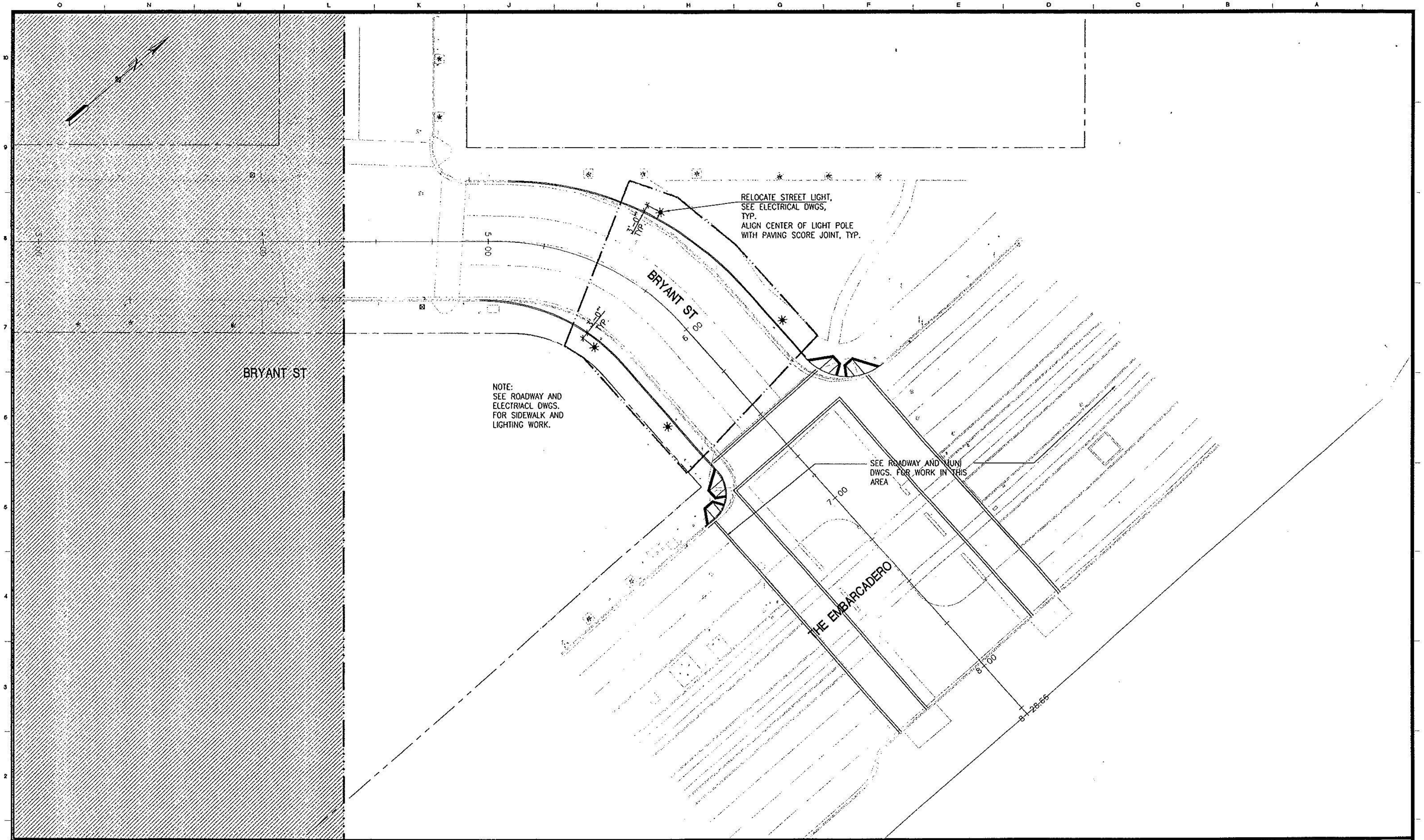
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE LAYOUT PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LL-2.0
FILE NO. 71,975
REV. NO.


RELOCATE STREET LIGHT, SEE ELECTRICAL DWGS, TYP.
ALIGN CENTER OF LIGHT POLE WITH PAVING SCORE JOINT, TYP.
3'-0" TYP.
3'-0" TYP.
BRYANT ST
BRYANT ST
5+00
5+00
6+00
6+00
7+00
8+00
8+28.65
NOTE: SEE ROADWAY AND ELECTRIACL DWGS. FOR SIDEWALK AND LIGHTING WORK.
SEE ROADWAY AND MUNI DWGS. FOR WORK IN THIS AREA
THE EMBARCADERO

NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

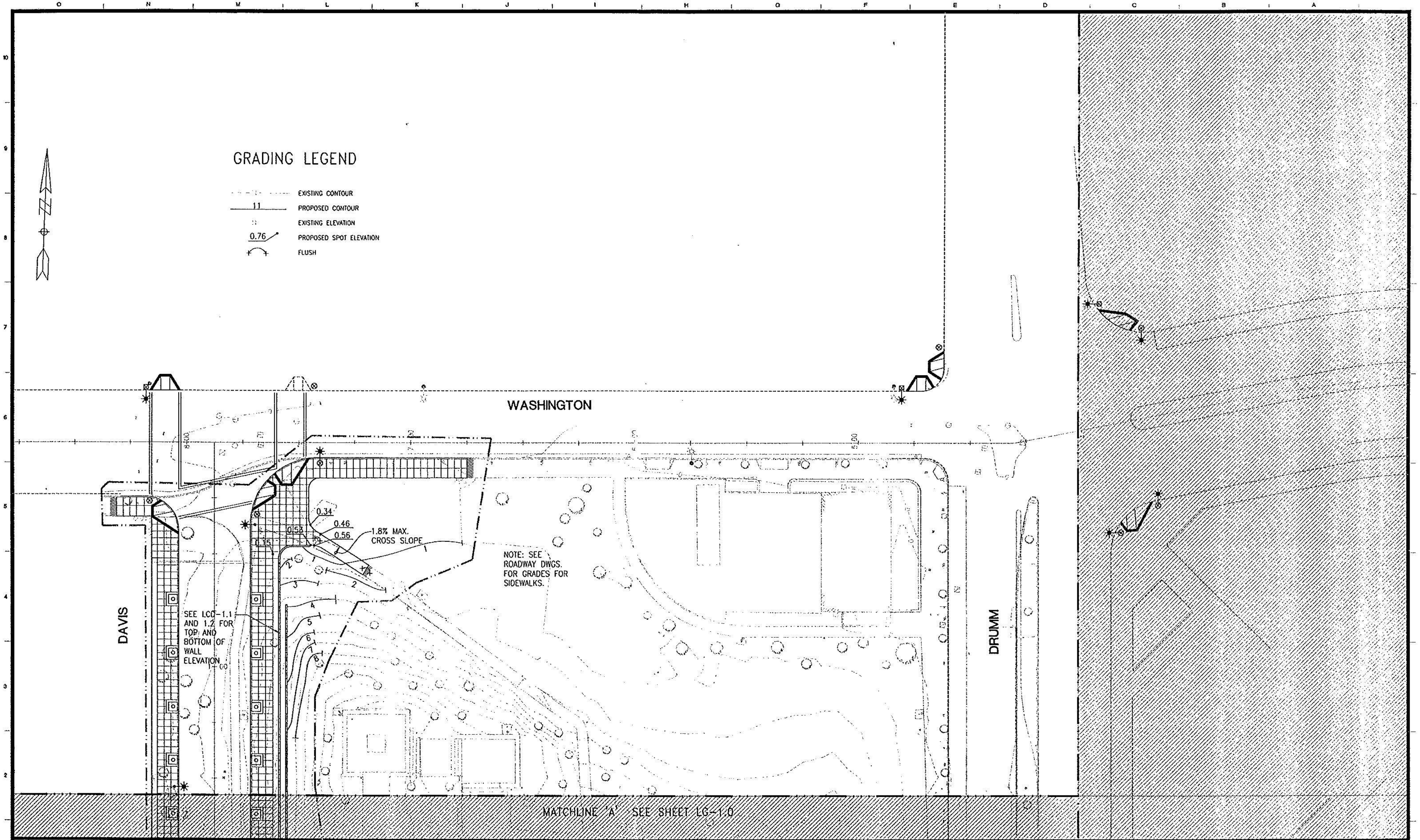
REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK DATE: 12/99	APPROVED	SCALE: AS SHOWN	WATERFRONT TRANSPORTATION PROJECT SURFACE STREETS AND TRANSIT IMPROVEMENTS
DRAWN: GK DATE: 12/99	SECTION MANAGER 12/99 DATE:	SHEET OF SHEETS	BRYANT STREET LANDSCAPE LAYOUT PLAN
CHECKED: BG DATE: 12/99	DIVISION MANAGER DATE:		
	CITY ENGINEER DATE:		

SPECIFICATION NO. 1756N
DRAWING NO. LL-4.0
FILE NO. 71,976
REV. NO.


GRADING LEGEND
EXISTING CONTOUR
11 PROPOSED CONTOUR
EXISTING ELEVATION
0.76 PROPOSED SPOT ELEVATION
FLUSH
WASHINGTON
DAVIS
DRUMM
0.34
0.46
0.56
0.53
0.15
1.8% MAX. CROSS SLOPE
NOTE: SEE ROADWAY DWGS. FOR GRADES FOR SIDEWALKS.
SEE LCD-1.1 AND 1.2 FOR TOP AND BOTTOM OF WALL ELEVATION
1
2
3
4
5
6
MATCHLINE 'A' SEE SHEET LG-1.0
O
N
M
L
K
J
I
H
G
F
E
D
C
B
A
10
9
8
7
6
5
4
3
2
1

NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT
MARTHA KETTERER
STATE OF CALIFORNIA

DESIGNED: GK	DATE: 12/99
DRAWN: GK	DATE: 12/99
CHECKED: BG	DATE: 12/99

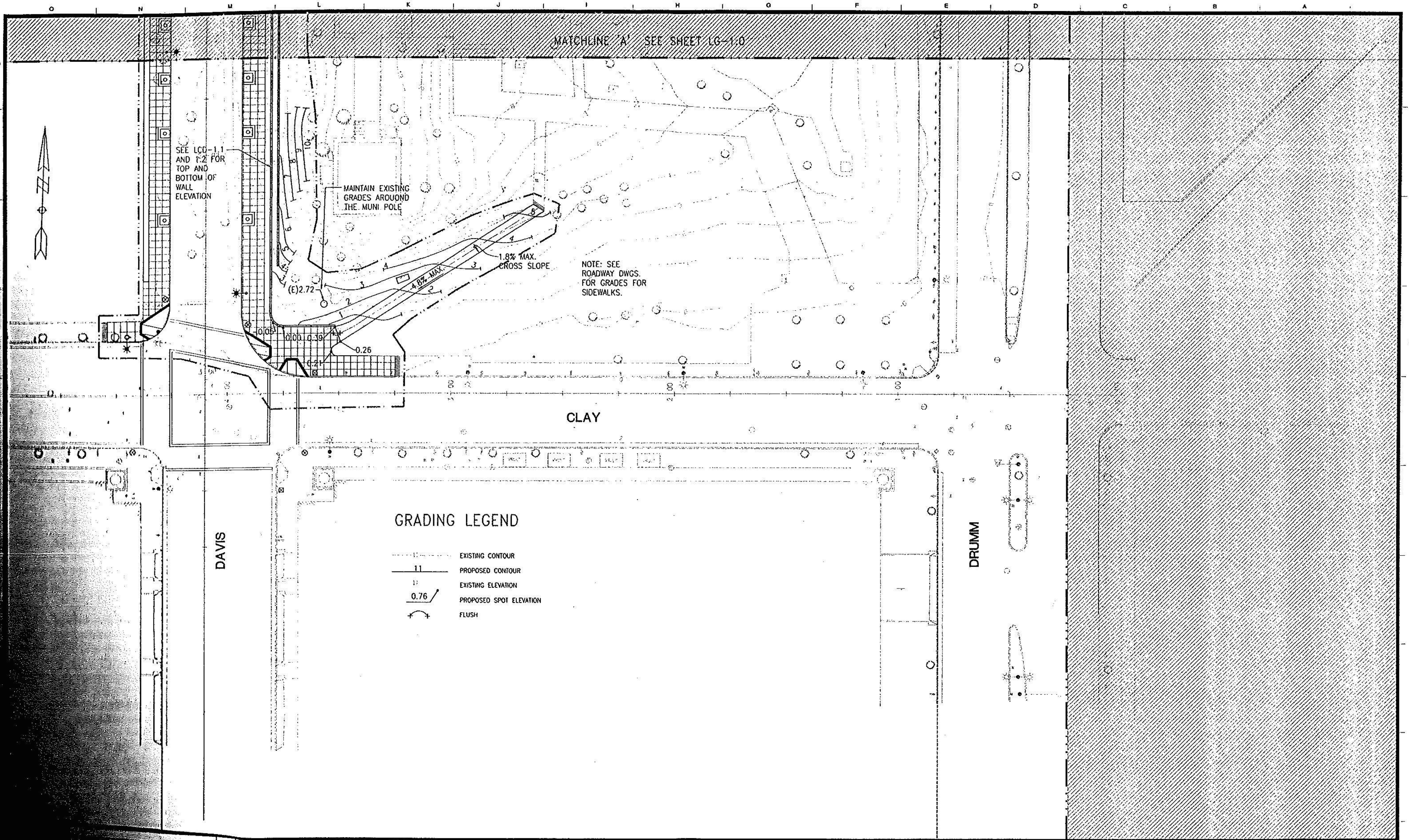
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE GRADING PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LG-1.0
FILE NO. 71,977
REV. NO.


MATCHLINE 'A' SEE SHEET LG-1.0
SEE LCD-1.1 AND 1.2 FOR TOP AND BOTTOM OF WALL ELEVATION
MAINTAIN EXISTING GRADES AROUOND THE MUNI POLE
1.8% MAX. CROSS SLOPE
4.8% MAX.
NOTE: SEE ROADWAY DWGS. FOR GRADES FOR SIDEWALKS.
(E)2.72
0.05
0.00
0.39
0.26
0.21
CLAY
DAVIS
DRUMM

GRADING LEGEND

- - - 11 - - -	EXISTING CONTOUR
—— 11 ——	PROPOSED CONTOUR
11	EXISTING ELEVATION
0.76 /	PROPOSED SPOT ELEVATION
⌒	FLUSH

BY APP
LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT
MARTHA KETTERER
STATE OF CALIFORNIA

DESIGNED: GK	DATE: 12/99	APPROVED
DRAWN: GK	DATE: 12/99	SECTION MANAGER DATE: 12/99
CHECKED: BG	DATE: 12/99	DIVISION MANAGER DATE:
		CITY ENGINEER DATE:

SCALE: 1'=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE GRADING PLAN

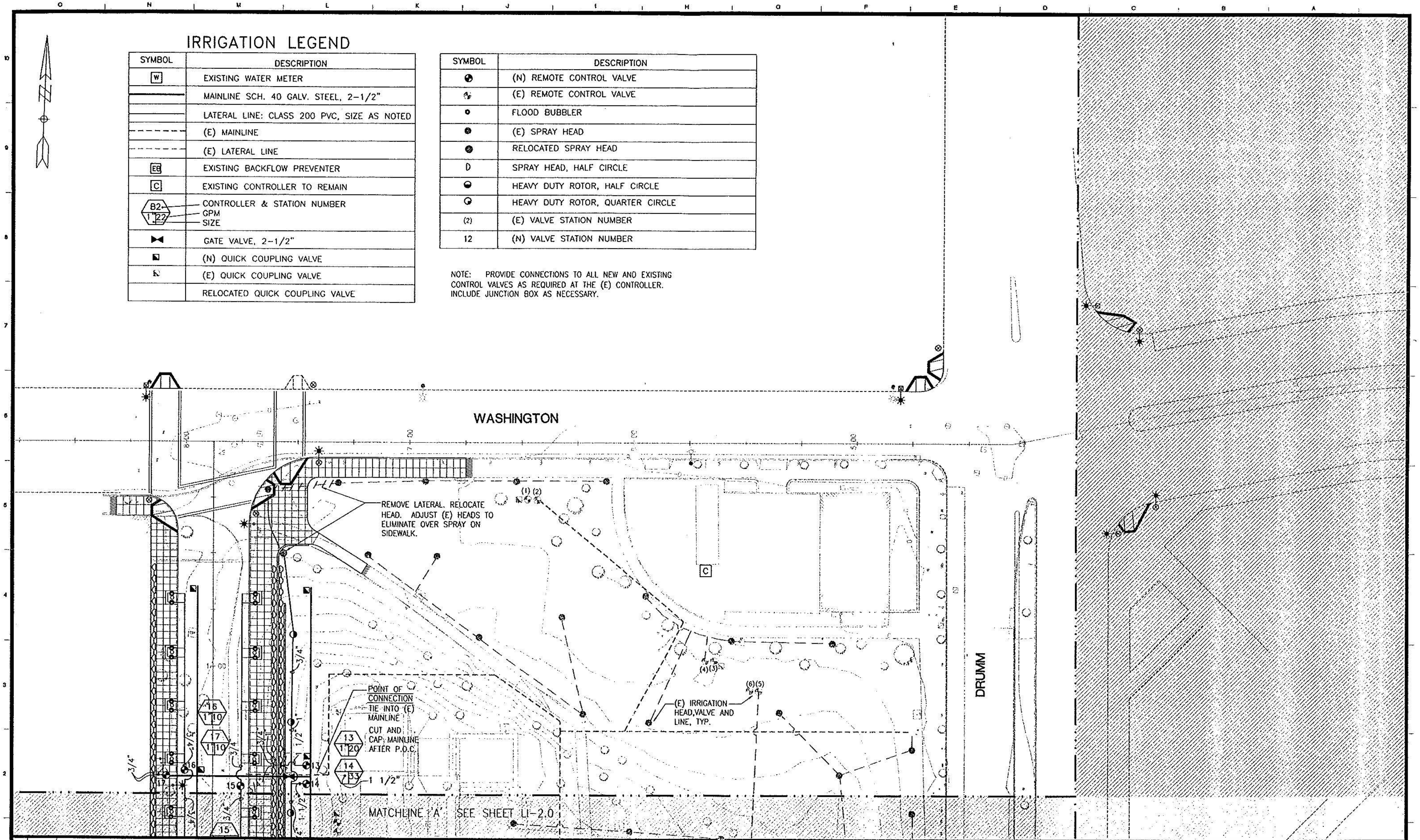
SPECIFICATION NO. 1756N
DRAWING NO. LG-2.0
FILE NO. 71,978
REV. NO.

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
W	EXISTING WATER METER
━	MAINLINE SCH. 40 GALV. STEEL, 2-1/2"
─	LATERAL LINE: CLASS 200 PVC, SIZE AS NOTED
– – – –	(E) MAINLINE
- - - - -	(E) LATERAL LINE
EB	EXISTING BACKFLOW PREVENTER
C	EXISTING CONTROLLER TO REMAIN
B2 1" 22	CONTROLLER & STATION NUMBER GPM SIZE
⋈	GATE VALVE, 2-1/2"
◩	(N) QUICK COUPLING VALVE
◩	(E) QUICK COUPLING VALVE
	RELOCATED QUICK COUPLING VALVE

SYMBOL	DESCRIPTION
●	(N) REMOTE CONTROL VALVE
●	(E) REMOTE CONTROL VALVE
○	FLOOD BUBBLER
●	(E) SPRAY HEAD
●	RELOCATED SPRAY HEAD
D	SPRAY HEAD, HALF CIRCLE
◒	HEAVY DUTY ROTOR, HALF CIRCLE
◔	HEAVY DUTY ROTOR, QUARTER CIRCLE
(2)	(E) VALVE STATION NUMBER
12	(N) VALVE STATION NUMBER

NOTE: PROVIDE CONNECTIONS TO ALL NEW AND EXISTING CONTROL VALVES AS REQUIRED AT THE (E) CONTROLLER. INCLUDE JUNCTION BOX AS NECESSARY.


WASHINGTON
DRUMM
REMOVE LATERAL. RELOCATE HEAD. ADJUST (E) HEADS TO ELIMINATE OVER SPRAY ON SIDEWALK.
(1) (2)
(4)(3)
(6)(5)
C
(E) IRRIGATION HEAD,VALVE AND LINE, TYP.
POINT OF CONNECTION TIE INTO (E) MAINLINE
CUT AND CAP MAINLINE AFTER P.O.C.
16
1" 10
17
1" 10
13
1" 20
14
1" 33
1 1/2"
3/4"
1/2"
15
MATCHLINE 'A' SEE SHEET LI-2.0
7+00
5+00
1+00

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT
MARTHA KETTERER
6-01
12-99
STATE OF CALIFORNIA

DESIGNED: GK,RT	DATE: 12/99
DRAWN: GK	DATE: 12/99
CHECKED: BG	DATE: 12/99

APPROVED
12/99
SECTION MANAGER DATE:
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

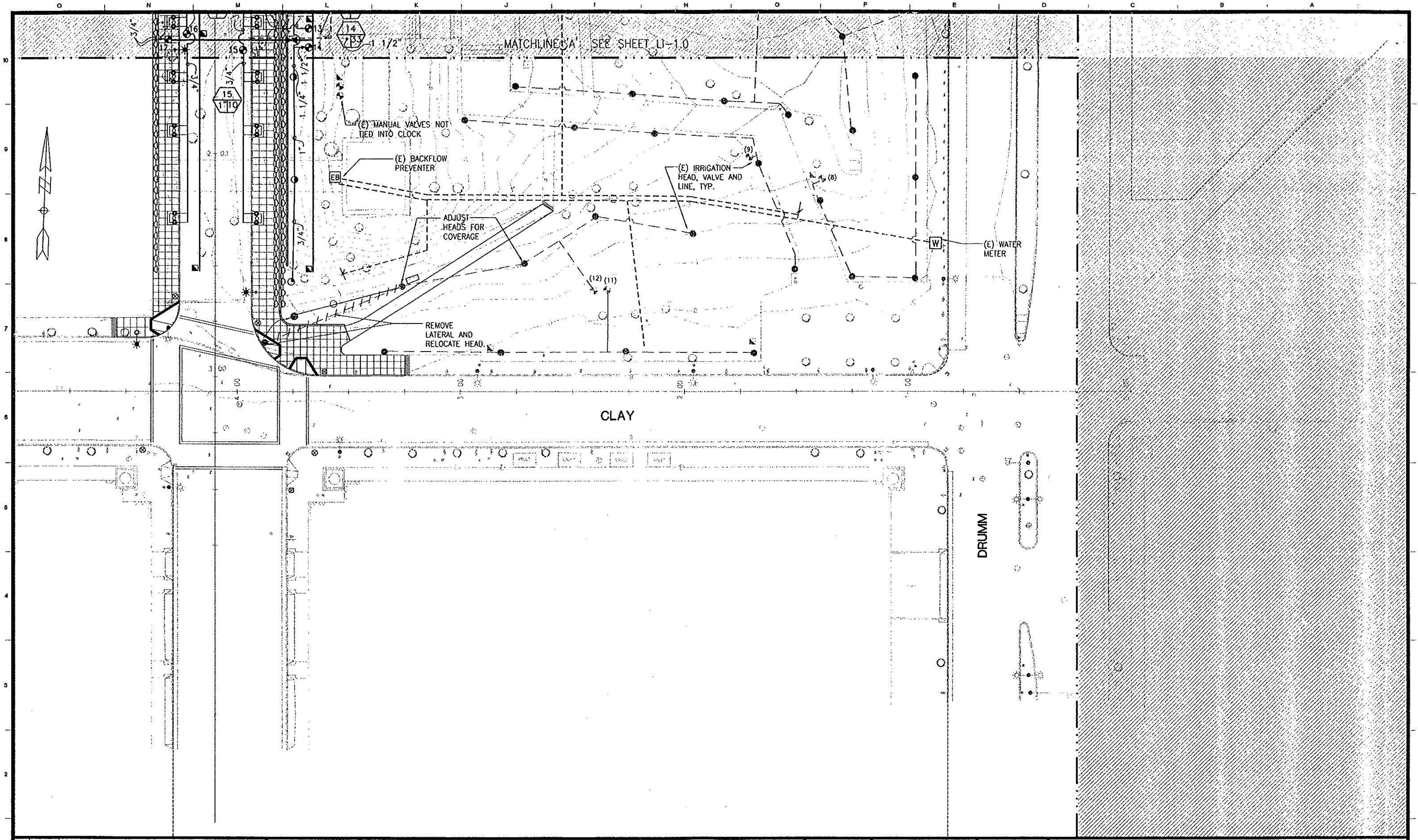
SCALE: 1'=20'-0"

SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE IRRIGATION PLAN

SPECIFICATION NO. 1756N
DRAWING NO. L I-1.0
FILE NO. 71,979
REV. NO.


MATCHLINE 'A' SEE SHEET LI-1.0
(E) MANUAL VALVES NOT TIED INTO CLOCK
(E) BACKFLOW PREVENTER
(E) IRRIGATION HEAD, VALVE AND LINE, TYP.
ADJUST HEADS FOR COVERAGE
REMOVE LATERAL AND RELOCATE HEAD.
(E) WATER METER
EB
W
CLAY
DRUMM
1 1/2"
1 1/4"
1"
3/4"
14
L33
15
L10
(8)
(9)
(11)
(12)
13
15
16
17

NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

DESIGNED: GK,RT DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: BG DATE: 12/99

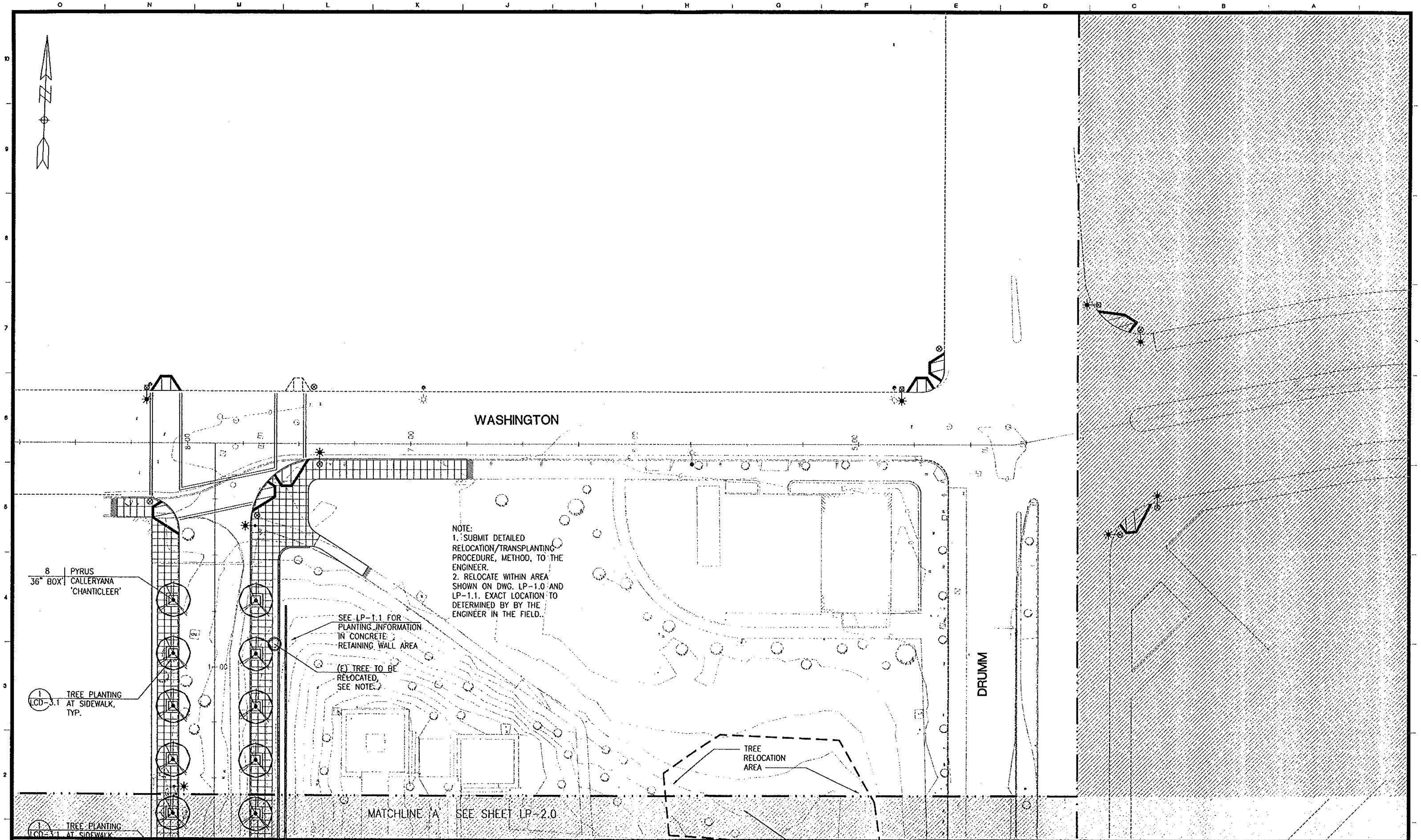
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE IRRIGATION PLAN

SPECIFICATION NO. 1756N
DRAWING NO. L I-2.0
FILE NO. 71,980
REV. NO.


O
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K
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E
D
C
B
A
10
9
8
7
6
5
4
3
2
WASHINGTON
DRUMM
8+00
7+00
6+00
5+00
1+00
NOTE:
1. SUBMIT DETAILED RELOCATION/TRANSPLANTING PROCEDURE, METHOD, TO THE ENGINEER.
2. RELOCATE WITHIN AREA SHOWN ON DWG. LP-1.0 AND LP-1.1. EXACT LOCATION TO DETERMINED BY BY THE ENGINEER IN THE FIELD.
8 | PYRUS
36" BOX | CALLERYANA 'CHANTICLEER'
SEE LP-1.1 FOR PLANTING INFORMATION IN CONCRETE RETAINING WALL AREA
(E) TREE TO BE RELOCATED, SEE NOTE.
1 / LCD-3.1 TREE PLANTING AT SIDEWALK, TYP.
TREE RELOCATION AREA
MATCHLINE 'A' SEE SHEET LP-2.0
1 / LCD-3.1 TREE PLANTING AT SIDEWALK

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT
MARTHA KETTERER
STATE OF CALIFORNIA

DESIGNED: MK,GK	DATE: 12/99
DRAWN: GK	DATE: 12/99
CHECKED: BG	DATE: 12/99

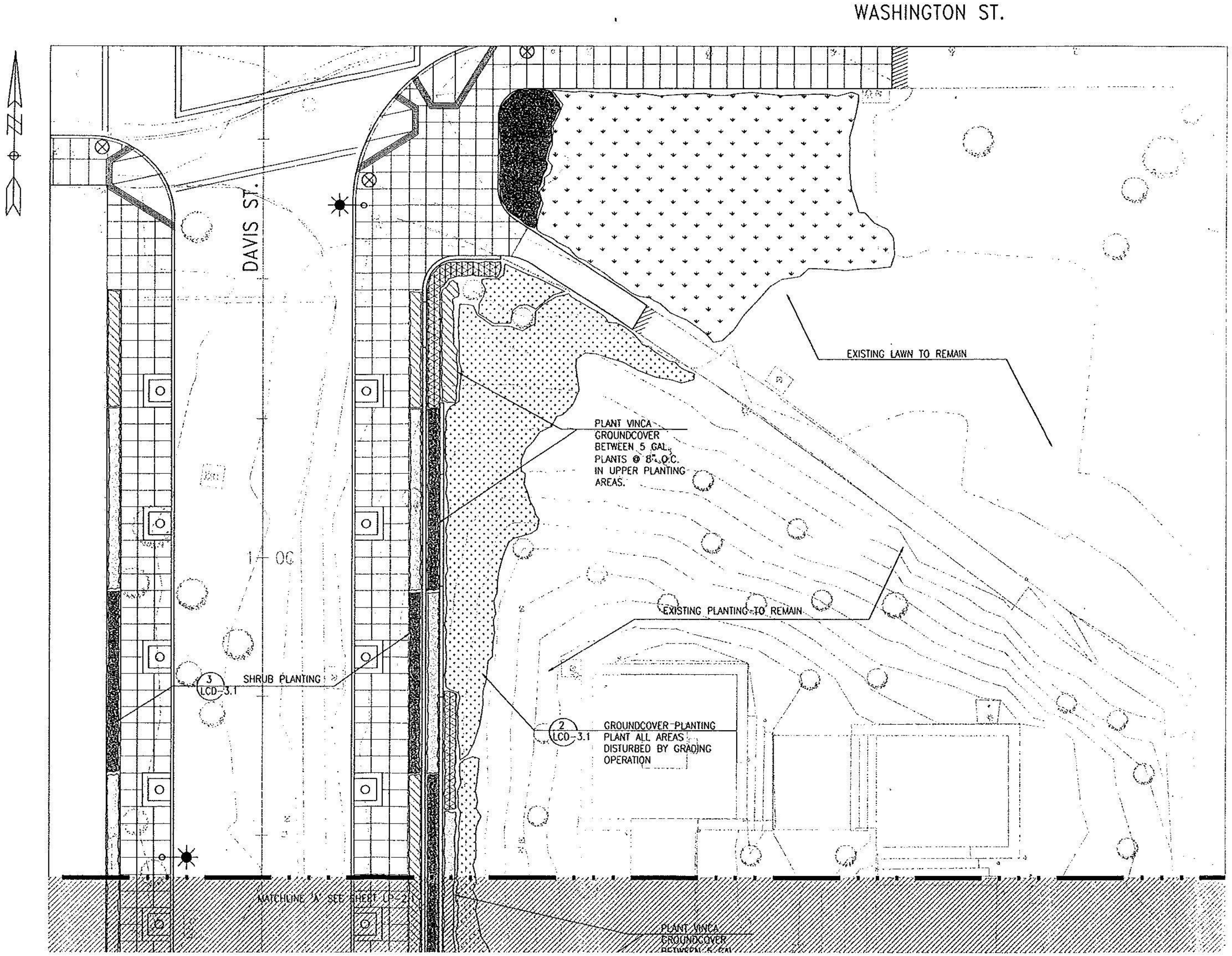
APPROVED
12/99
SECTION MANAGER DATE:
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1"=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE PLANTING PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LP-1.0
FILE NO. 71,981
REV. NO.


WASHINGTON ST.
DAVIS ST.
EXISTING LAWN TO REMAIN
PLANT VINCA GROUNDCOVER BETWEEN 5 GAL. PLANTS @ 8" O.C. IN UPPER PLANTING AREAS.
1-00
EXISTING PLANTING TO REMAIN
3
LCD-3.1
SHRUB PLANTING
2
LCD-3.1
GROUNDCOVER PLANTING PLANT ALL AREAS DISTURBED BY GRADING OPERATION
MATCHLINE 'A' SEE SHEET LP-2.1
PLANT VINCA GROUNDCOVER BETWEEN 5 GAL

PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
░	VINCA minor	DWARF PERIWINKLE	FLATS	PLANT @ 8" O.C.
▧	NEPHROLEPIS cordifolia	SWORD FERN	5 GALLON	PLANT @ 24" O.C.
▩	ASPARAGUS orientolis	ASPARAGUS FERN	5 GALLON	PLANT @ 24" O.C.
■	AGAPANTHUS orientolis 'BLUE'	AGAPANTHUS 'BLUE'	5 GALLON	PLANT @ 24" O.C.
▒	AGAPANTHUS orientolis 'WHITE'	AGAPANTHUS 'WHITE'	5 GALLON	PLANT @ 24" O.C.
☐	MATCH EXISTING	LAWN	–	–

NOTES:
1. SEE SHEET LP-2.1 FOR QUANTITY.
2. SOD LAWN TO BE A MIXTURE OF:
   15% MANHATTAN PERENNIAL RYE
   15% A-34 KENTUCKY BLUE (OR ABLE/BLUE)
   10% ABLE/KENTUCKY BLUE
   30% VISTA CREEPING RED FESCUE
   30% TREASURE CHEWINGS FESCUE

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: MK,GK	DATE: 9/99
DRAWN: GK	DATE: 9/99
CHECKED: BG	DATE: 9/99

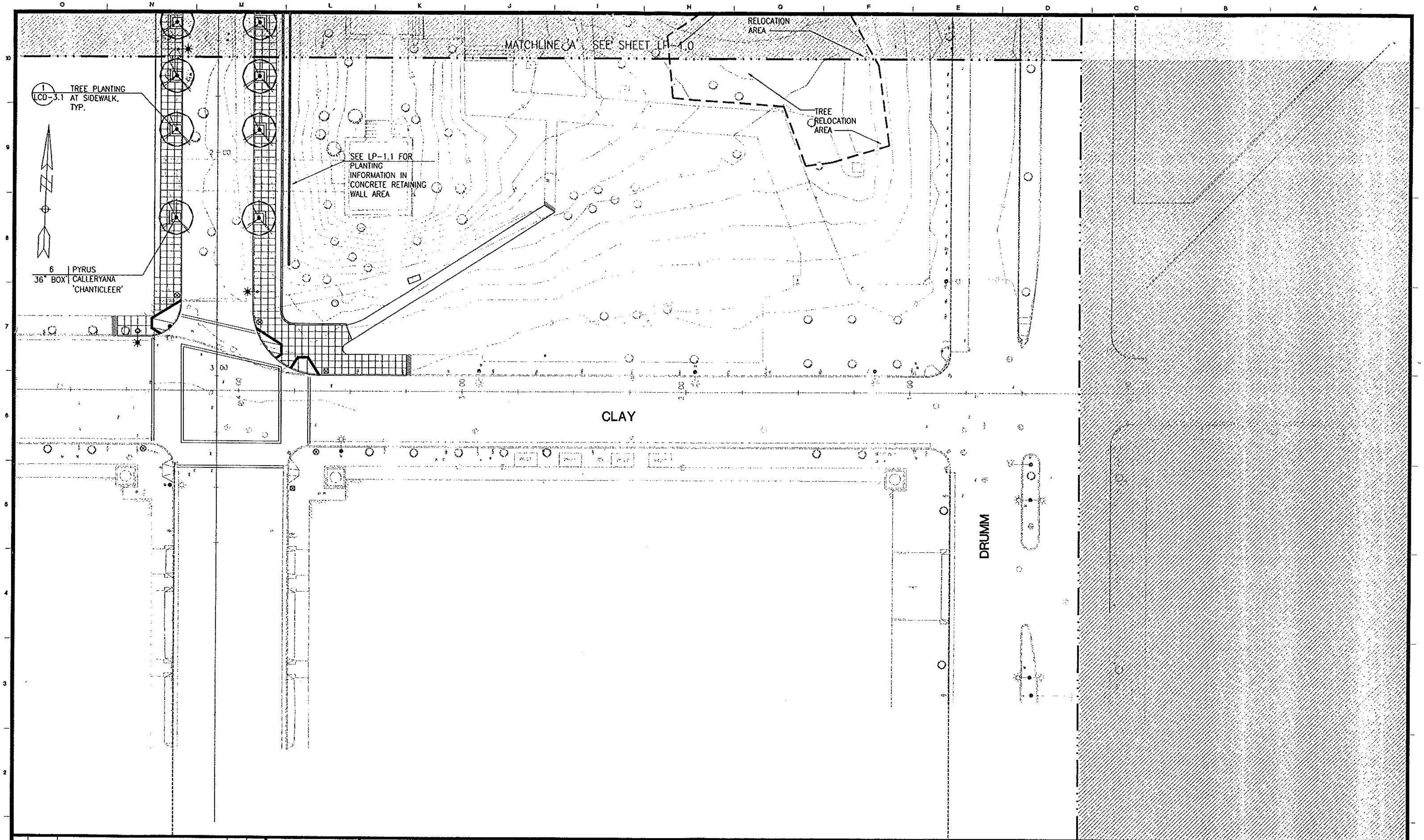
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=10'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
ENLARGED LANDSCAPE PLANTING PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LP-1.1
FILE NO. 71,982
REV. NO.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A
10
9
8
7
6
5
4
3
2
1
MATCHLINE 'A' SEE SHEET LP-1.0
RELOCATION AREA
TREE RELOCATION AREA
1 LCD-3.1 TREE PLANTING AT SIDEWALK, TYP.
SEE LP-1.1 FOR PLANTING INFORMATION IN CONCRETE RETAINING WALL AREA
6 36" BOX PYRUS CALLERYANA 'CHANTICLEER'
CLAY
DRUMM

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER
1912

DESIGNED: MK,GK DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: BG DATE: 12/99

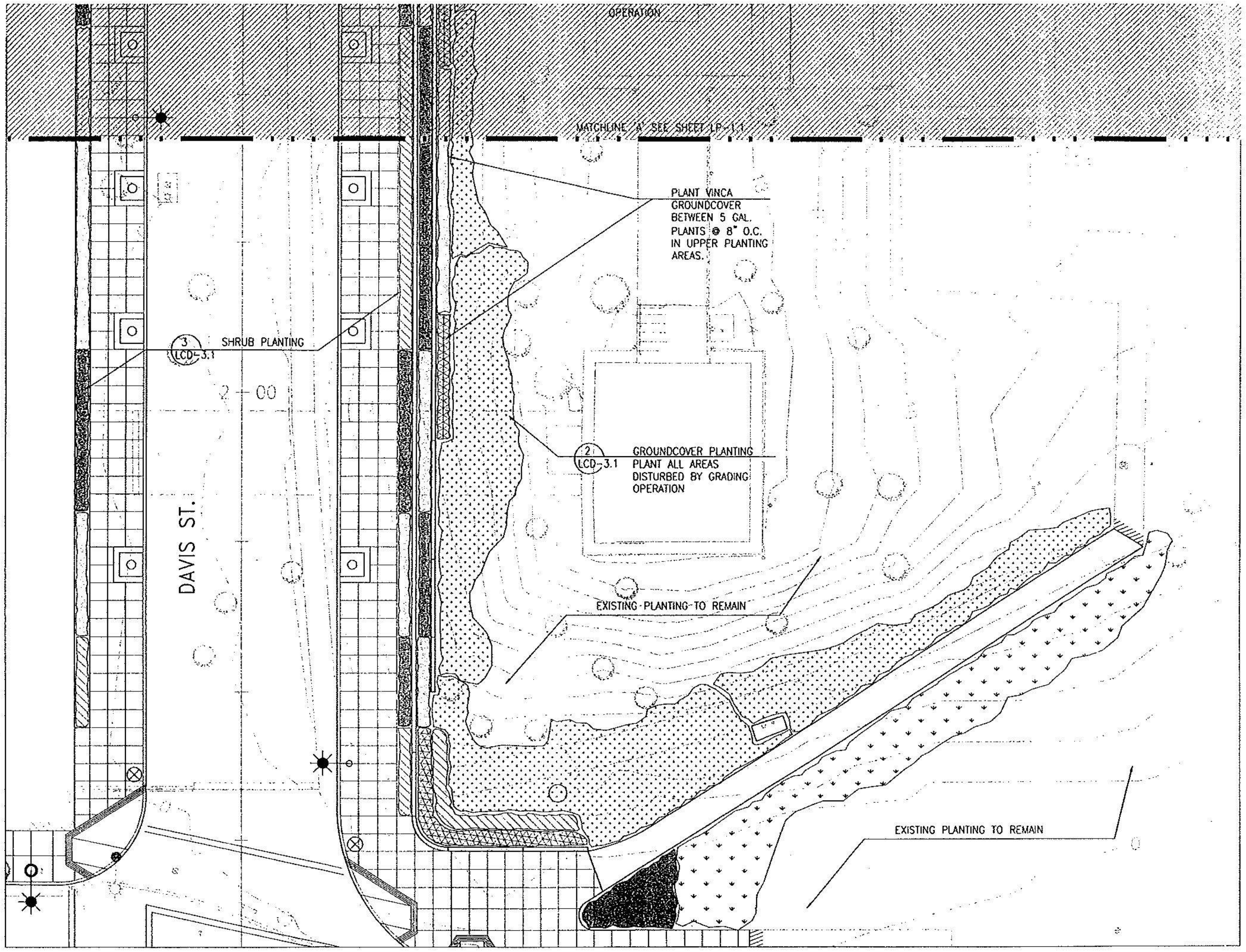
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=20'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE PLANTING PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LP-2.0
FILE NO. 71,983
REV. NO.


OPERATION
MATCHLINE 'A' SEE SHEET LP-1.1
PLANT VINCA GROUNDCOVER BETWEEN 5 GAL. PLANTS @ 8" O.C. IN UPPER PLANTING AREAS.
3 LCD-3.1 SHRUB PLANTING
2+00
2 LCD-3.1 GROUNDCOVER PLANTING PLANT ALL AREAS DISTURBED BY GRADING OPERATION
DAVIS ST.
EXISTING PLANTING TO REMAIN
EXISTING PLANTING TO REMAIN

SHRUB, GROUNDCOVER LEGEND AND LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	QUANTITY
░	VINCA minor	DWARF PERIWINKLE	FLATS	PLANT @ 8" O.C.	3356 S.F.
▧	NEPHROLEPIS cordifolia	SWORD FERN	5 GALLON	PLANT @ 24" O.C.	93
▩	ASPARAGUS orientalis	ASPARAGUS FERN	5 GALLON	PLANT @ 24" O.C.	62
▓	AGAPANTHUS orientalis 'BLUE'	AGAPANTHUS 'BLUE'	5 GALLON	PLANT @ 24" O.C.	206
▒	AGAPANTHUS orientalis 'WHITE'	AGAPANTHUS 'WHITE'	5 GALLON	PLANT @ 24" O.C.	140
* * *	MATCH EXISTING	LAWN	–	–	2914 S.F.

NOTES:
1. QUANTITIES INCLUDE PLANTS ON SHEET LP-1.1.
2. SOD LAWN TO BE A MIXTURE OF:
   15% MANHATTAN PERENNIAL RYE
   15% A-34 KENTUCKY BLUE (OR ABLE/BLUE)
   10% ABLE/KENTUCKY BLUE
   30% VISTA CREEPING RED FESCUE
   30% TREASURE CHEWINGS FESCUE

NO.	DATE	DESCRIPTION	BY	APP.

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DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: MK,GK DATE: 12/99
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CHECKED: BG DATE: 12/99

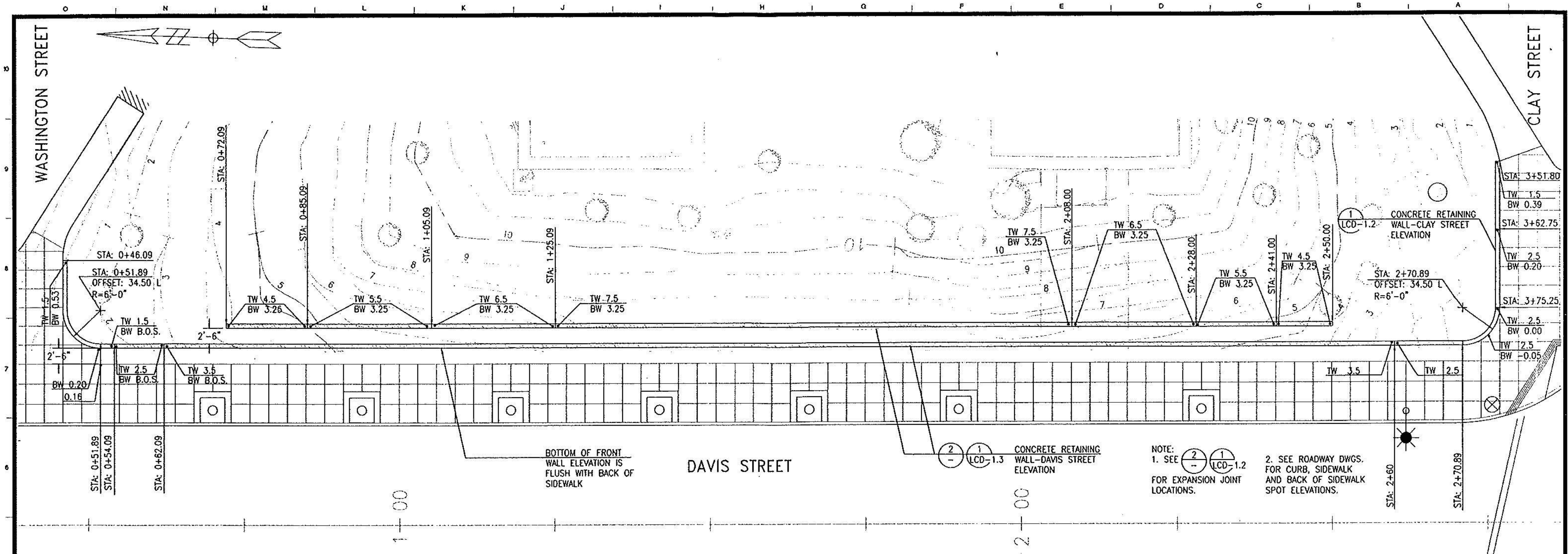
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: 1'=10'-0"
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
ENLARGED LANDSCAPE PLANTING PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LP-2.1
FILE NO. 71,984
REV. NO.

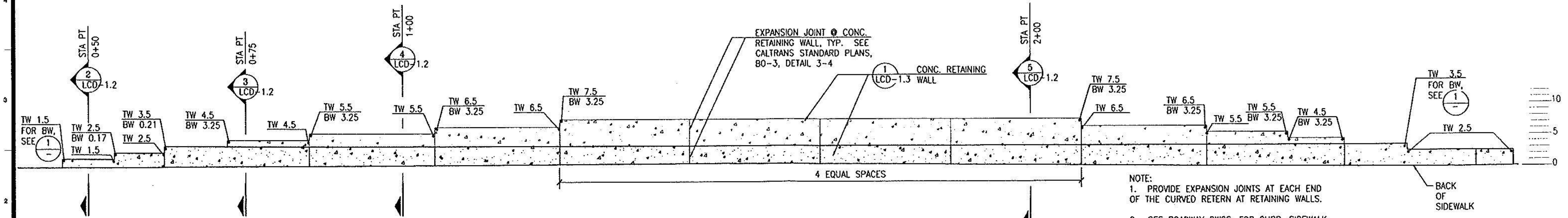


WASHINGTON STREET
CLAY STREET
DAVIS STREET
STA: 0+46.09
STA: 0+51.89
OFFSET: 34.50 L
R=6'-0"
STA: 0+72.09
STA: 0+85.09
STA: 1+05.09
STA: 1+25.09
STA: 2+08.00
STA: 2+28.00
STA: 2+41.00
STA: 2+50.00
STA: 2+70.89
OFFSET: 34.50 L
R=6'-0"
STA: 3+51.80
STA: 3+62.75
STA: 3+75.25
STA: 0+51.89
STA: 0+54.09
STA: 0+62.09
STA: 2+60
STA: 2+70.89
TW 1.5
BW 0.53
TW 1.5
BW B.O.S.
TW 2.5
BW B.O.S.
TW 3.5
BW B.O.S.
BW 0.20
0.16
2'-6"
2'-6"
TW 4.5
BW 3.25
TW 5.5
BW 3.25
TW 6.5
BW 3.25
TW 7.5
BW 3.25
TW 7.5
BW 3.25
TW 6.5
BW 3.25
TW 5.5
BW 3.25
TW 4.5
BW 3.25
TW 1.5
BW 0.39
TW 2.5
BW 0.20
TW 2.5
BW 0.00
TW 2.5
BW -0.05
TW 3.5
TW 2.5
1 LCD-1.2 CONCRETE RETAINING WALL-CLAY STREET ELEVATION
2 – 1 LCD-1.3 CONCRETE RETAINING WALL-DAVIS STREET ELEVATION
BOTTOM OF FRONT WALL ELEVATION IS FLUSH WITH BACK OF SIDEWALK
NOTE:
1. SEE 2 – 1 LCD-1.2 FOR EXPANSION JOINT LOCATIONS.
2. SEE ROADWAY DWGS. FOR CURB, SIDEWALK AND BACK OF SIDEWALK SPOT ELEVATIONS.
1+00
2+00

CONCRETE RETAINING WALL- ENLARGED LAYOUT PLAN

SCALE: 1/8"=1'-0"

①



STA PT 0+50
2 LCD-1.2
STA PT 0+75
3 LCD-1.2
STA PT 1+00
4 LCD-1.2
STA PT 2+00
5 LCD-1.2
TW 1.5
FOR BW, SEE 1 –
TW 2.5
BW 0.17
TW 1.5
TW 3.5
BW 0.21
TW 2.5
TW 4.5
BW 3.25
TW 4.5
TW 5.5
BW 3.25
TW 5.5
TW 6.5
BW 3.25
TW 6.5
TW 7.5
BW 3.25
EXPANSION JOINT @ CONC. RETAINING WALL, TYP. SEE CALTRANS STANDARD PLANS, B0-3, DETAIL 3-4
1 LCD-1.3 CONC. RETAINING WALL
TW 7.5
BW 3.25
TW 6.5
TW 6.5
BW 3.25
TW 5.5
TW 5.5
BW 3.25
TW 4.5
BW 3.25
TW 3.5
FOR BW, SEE 1 –
TW 2.5
4 EQUAL SPACES
BACK OF SIDEWALK
10
5
0

NOTE:
1. PROVIDE EXPANSION JOINTS AT EACH END OF THE CURVED RETERN AT RETAINING WALLS.

2. SEE ROADWAY DWGS. FOR CURB, SIDEWALK AND BACK OF SIDEWALK SPOT ELEVATIONS.

CONCRETE RETAINING WALL-DAVIS STREET ELEVATION

SCALE: 1/8"=1'-0"

②

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK	DATE: 12/99
DRAWN: GK	DATE: 12/99
CHECKED: BG	DATE: 12/99

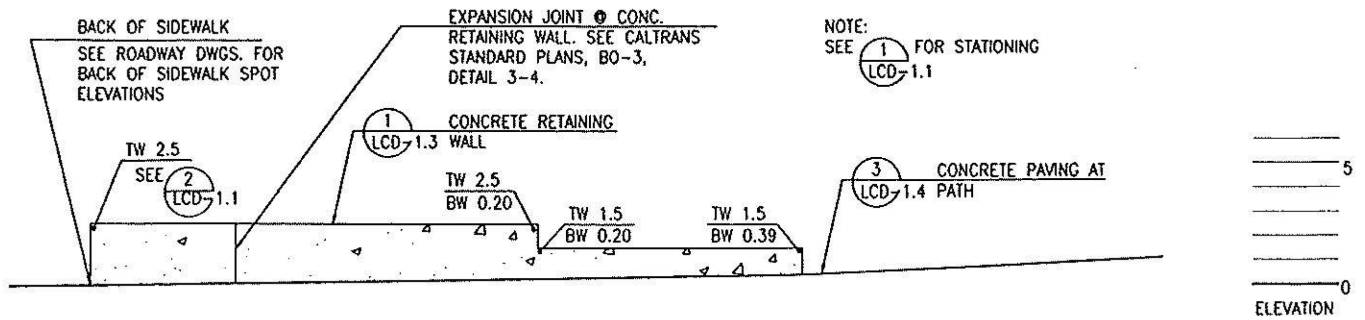
APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

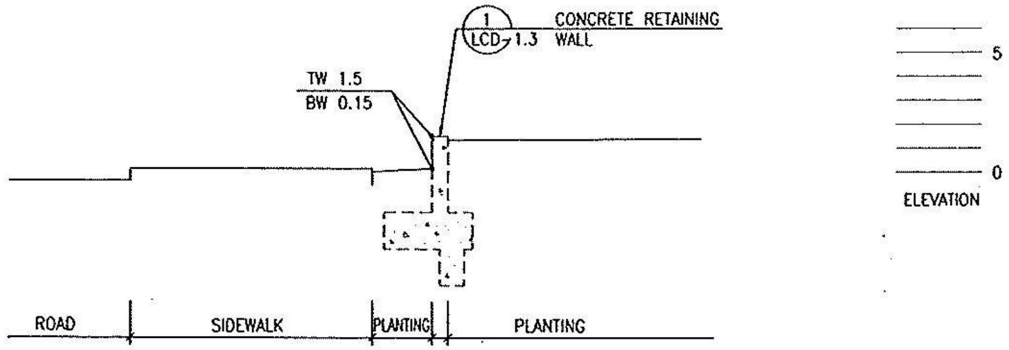
WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE CONSTRUCTION DETAILS
CONCRETE RETAINING WALL ENLARGED PLAN

SPECIFICATION NO. 1756N
DRAWING NO. LCD-1.1
FILE NO. 71,985
REV. NO.


BACK OF SIDEWALK
SEE ROADWAY DWGS. FOR BACK OF SIDEWALK SPOT ELEVATIONS
EXPANSION JOINT @ CONC. RETAINING WALL. SEE CALTRANS STANDARD PLANS, B0-3, DETAIL 3-4.
NOTE: SEE 1 LCD-1.1 FOR STATIONING
1 LCD-1.3 CONCRETE RETAINING WALL
TW 2.5
SEE 2 LCD-1.1
TW 2.5
BW 0.20
TW 1.5
BW 0.20
TW 1.5
BW 0.39
3 LCD-1.4 CONCRETE PAVING AT PATH
5
0
ELEVATION

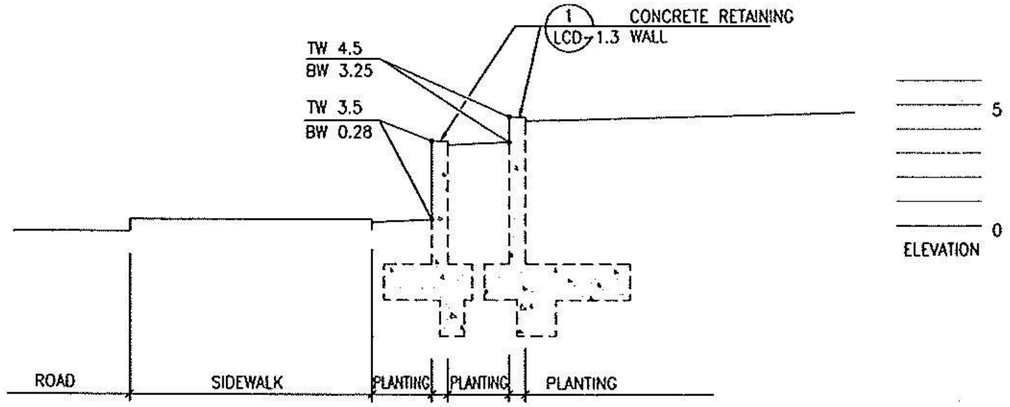
CONCRETE RETAINING WALL– CLAY STREET ELEVATION

SCALE: 1/4" = 1'-0" ①


1 LCD-1.3 CONCRETE RETAINING WALL
TW 1.5
BW 0.15
5
0
ELEVATION
ROAD
SIDEWALK
PLANTING
PLANTING

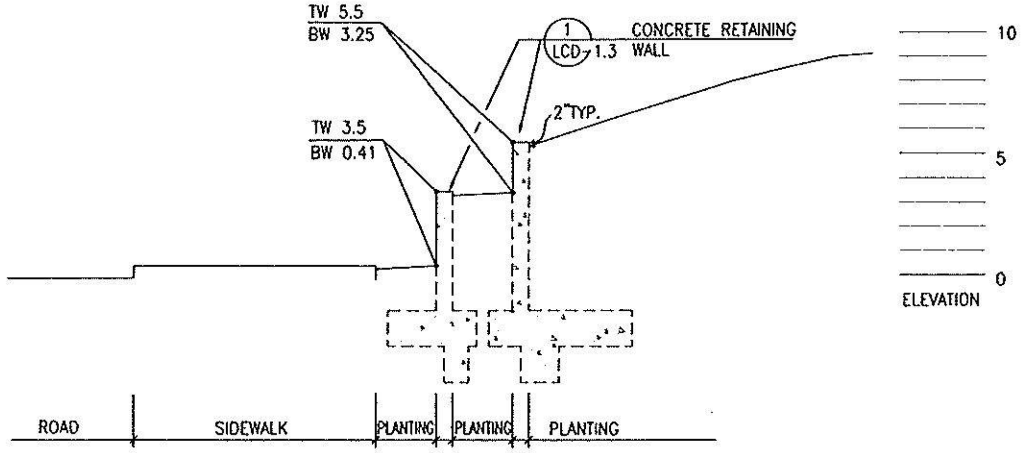
SECTION @ STA PT 0+50

SCALE: 1/4" = 1'-0" ②


1 LCD-1.3 CONCRETE RETAINING WALL
TW 4.5
BW 3.25
TW 3.5
BW 0.28
5
0
ELEVATION
ROAD
SIDEWALK
PLANTING
PLANTING
PLANTING

SECTION @ STA PT 0+75

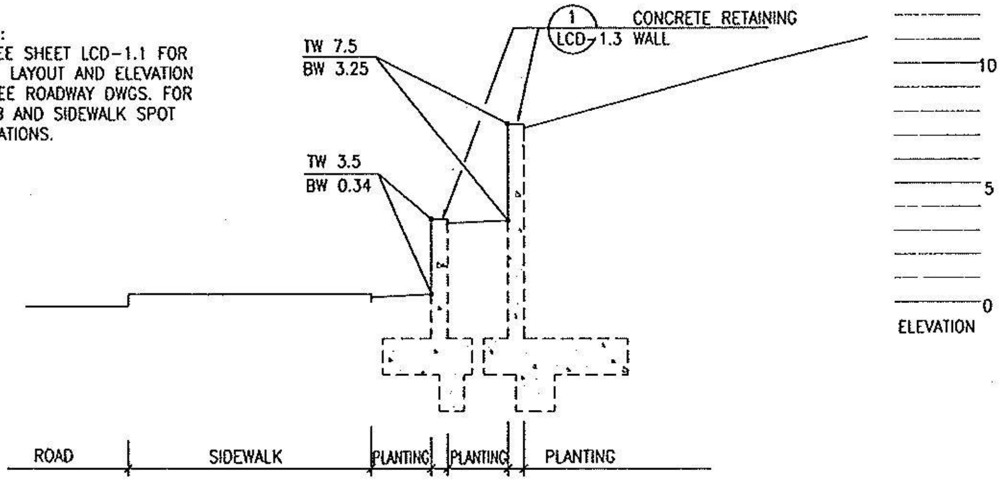
SCALE: 1/4" = 1'-0" ③


TW 5.5
BW 3.25
1 LCD-1.3 CONCRETE RETAINING WALL
2" TYP.
TW 3.5
BW 0.41
10
5
0
ELEVATION
ROAD
SIDEWALK
PLANTING
PLANTING
PLANTING

SECTION @ STA PT 1+00

SCALE: 1/4" = 1'-0" ④

NOTE:
1. SEE SHEET LCD-1.1 FOR WALL LAYOUT AND ELEVATION
2. SEE ROADWAY DWGS. FOR CURB AND SIDEWALK SPOT ELEVATIONS.


1 LCD-1.3 CONCRETE RETAINING WALL
TW 7.5
BW 3.25
TW 3.5
BW 0.34
10
5
0
ELEVATION
ROAD
SIDEWALK
PLANTING
PLANTING
PLANTING

SECTION @ STA PT 2+00

SCALE: 1/4" = 1'-0" ⑤

NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT MARTHA RETTERER STATE OF CALIFORNIA

DESIGNED: GK DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: BG DATE: 12/99

APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS
WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE CONSTRUCTION DETAILS
CONCRETE RETAINING WALL

SPECIFICATION NO. 1756N
DRAWING NO. LCD-1.2
FILE NO. 71,986
REV. NO.

GENERAL

1. ALL WORKS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, CITY AND COUNTY OF SAN FRANCISCO, STANDARD SPECIFICATIONS, LATEST EDITION.

2. CONTRACTOR SHALL VERIFY ALL EXISTING FEATURES AND CONDITIONS (DIMENSIONS, ELEVATIONS, UTILITIES ETC.) BEFORE COMMENCING ANY WORK.

3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO START OF CONSTRUCTION.

4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE METHOD OF CONSTRUCTION AND ALL SAFETY PRECAUTIONS DURING CONSTRUCTION.

5. UNLESS DETAILED, SPECIFIED, OR INDICATED OTHERWISE, CONSTRUCTION SHALL BE AS INDICATED IN THE APPLICABLE TYPICAL DETAILS AND GENERAL NOTES. TYPICAL DETAILS ARE MEANT TO APPLY EVEN THOUGH NOT REFERENCED AT SPECIFIC LOCATIONS ON DRAWINGS.

6. SEE LANDSCAPE GRADING PLAN AND ROADWAY DRAWINGS FOR GRADING REQUIREMENTS ADJACENT TO WALLS AND OTHER LOCATIONS.

FOUNDATION

1. FOUNDATION DESIGN IS BASED ON GEOTECHNICAL INVESTIGATION REPORT PREPARED BY TREADWELL & ROLLO INC. DATED JULY 1997.

2. CONTRACTOR SHALL VERIFY THE CONDITIONS AND OR/ ADEQUACY OF ALL SUBGRADES, FILLS AND BACKFILLS ETC. PER GEOTECHNICAL REPORT.

3. IT SHALL BE THE CONTRACTOR RESPONSIBILITY TO PROVIDE AND DESIGN OF SHORING SYSTEM. SHOP DRAWINGS AND CALCULATIONS FOR SHORING OR EXCAVATION SUPPORT(S) SHALL BE STAMPED BY A REGISTERED CALIFORNIA CIVIL ENGINEER. BOTH CALCULATION ANS SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW PRIOR TO START OF RELEVANT WORK.

4. CONTRACTOR SHALL PROVIDE DE-WATERING OF EXCAVATION FOR SURFACE WATER, GROUND WATER AND WATER FROM SEEPAGE.

5. ALL EXCAVATIONS SHALL BE PROPERLY BACKFILLED BUT NOT BEFORE CONCRETE HAS ATTAINED FULL DESIGN STRENGTH.

6. FOOTING BACKFILL AND UTILITY TRENCH BACKFILL SHALL BE MECHANICALLY COMPACTED INLAYERS AND APPROVED BY THE ENGINEER.

7. WATER IN FOOTING EXCAVATIONS SHALL BE REMOVED BEFORE PLACING CONCRETE.

8. IF THE SOIL SUPPORTING THE STRUCTURAL ELEMENT IS DISTURBED, IT SHALL BE REWORKED TO RECEIVE A MINIMUM OF 95% RELATIVE COMPACTION PER ASTM D1557. "LIGHTLY COMPACTED" AS NOTED ON DRAWINGS IS REFERENCED TO 80% RELATIVE COMPACTION.

CONCRETE

1. ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH ACI-318. THE MAXIMUM AGGREGATE SIZE OF ALL SHALL NOT EXCEED 1" UNLESS OTHERWISE NOTED.

2. CONCRETE DESIGN MIX SHALL BE DESIGNED OR CERTIFIED BY TESTING AGENCY. ALL MIXES SHALL BE REVIEWED AND APPROVED BY THE ENGINEER BEFORE BEING USED FOR THE JOB.

3. ALL CONCRETE SHALL DEVELOPE A MINIMUM OF 4000 PSI COMPRESSIVE STRENGTH AT THE AGE OF 28 DAYS AND 4" SLUMP UNLESS OTHERWISE NOTED.

4. ALL CONCRETE SHALL BE REINFORCED UNLESS SPECIFICALLY NOTED "NOT REINFORCED".

5. CALCIUM CHLORIDE ADMIXTURE IS NOT PERMITTED.

6. ALL CORNERS SHALL BE FORMED WITH A 3/4" CHAMFER, UNLESS OTHERWISE NOTED ON DRAWINGS.

7. SUBMIT LOCATION PLAN FOR ALL PROPOSED JOINTS NOT INDICATED ON DRAWINGS FOR APPROVAL PRIOR TO BEGINNING OF WORK.

REINFORCING STEEL

1. REINFORCING STEEL SHALL BE ASTM A615, GRADE 60 DEFORMED BARS TYPICAL.

2. ALL REINFORCING STEEL AND EMBEDMENTS SHALL BE HELD SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE SUFFICIENT SUPPORTS TO ALLOW WALKING IN REINFORCEMENT WITHOUT DEFORMING THE REBARS.

3. PROVIDE CONTINUOUS REINFORCEMENT WHERE POSSIBLE, SPLICE ONLY AS SHOWN OR APPROVED. STAGGER SPLICE IN ADJACENT HORIZONTAL REBARS BY 4'-0".

4. REINFORCING STEEL SHALL HAVE THE FOLLOWING CONCRETE COVER, TYPICAL UNLESS OTHERWISE NOTED:

CONCRETE CAST PERMANENTLY EXPOSED TO EARTH NOT FORMED..............MIN. 3"
ALL OTHERS: NO.6 THRU. NO18.. 2"
NO.5, W31 OR D31 WIRE, AND SMALLER..................1 1/2"

5. ALL LAP SPLICES SHALL BE IN ACCORDANCE WITH THE FOLLOWING TABLE, UNLESS OTHERWISE NOTED:

BAR SIZE	TOP BARS (IN.)	OTHER BARS (IN.)
#4	28	22
#5	35	27
#6	42	32

a. TOP BARS CONDITION APPLIES WHEN MORE THAN 12" OF FRESH CONCRETE IS CAST IN THE MEMBER BELOW THE REINFORCEMENT TO BE SPLICED.

b. LAPPING REBAR SHALL BE STAGGERED WHENEVER POSSIBLE.

6. DETAILS ACCORDING TO ACI STANDARD 315. MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED STRUCTURES.

7. ALL REINFORCING BARS SHALL BE COLD BENT.

8. CONTRACTOR SHALL NOT REPLACE ANY REINFORCING UNTIL APPROVED SHOP DRAWINGS ARE RECEIVED IN THE JOB.

9. IT IS THE RESPONSIBILITY OF THE REBAR SUBCONTRACTOR TO REVIEW THE CONTRACT DRAWINGS. REBAR SHOP DRAWINGS MUST INDICATE ALL PENETRATION LARGER THAN 6" DIAMETER AND PROVIDE NECESSARY TRIM REINFORCING.

10. CONTACT RESIDENT ENGINEER TO OBSERVE AND ACCEPT PLACEMENT OF ALL REINFORCING, ANCHOR BOLTS, CONDUITS, AND THE EMBEDED ITEMS PRIOR TO CONCRETE POURING.

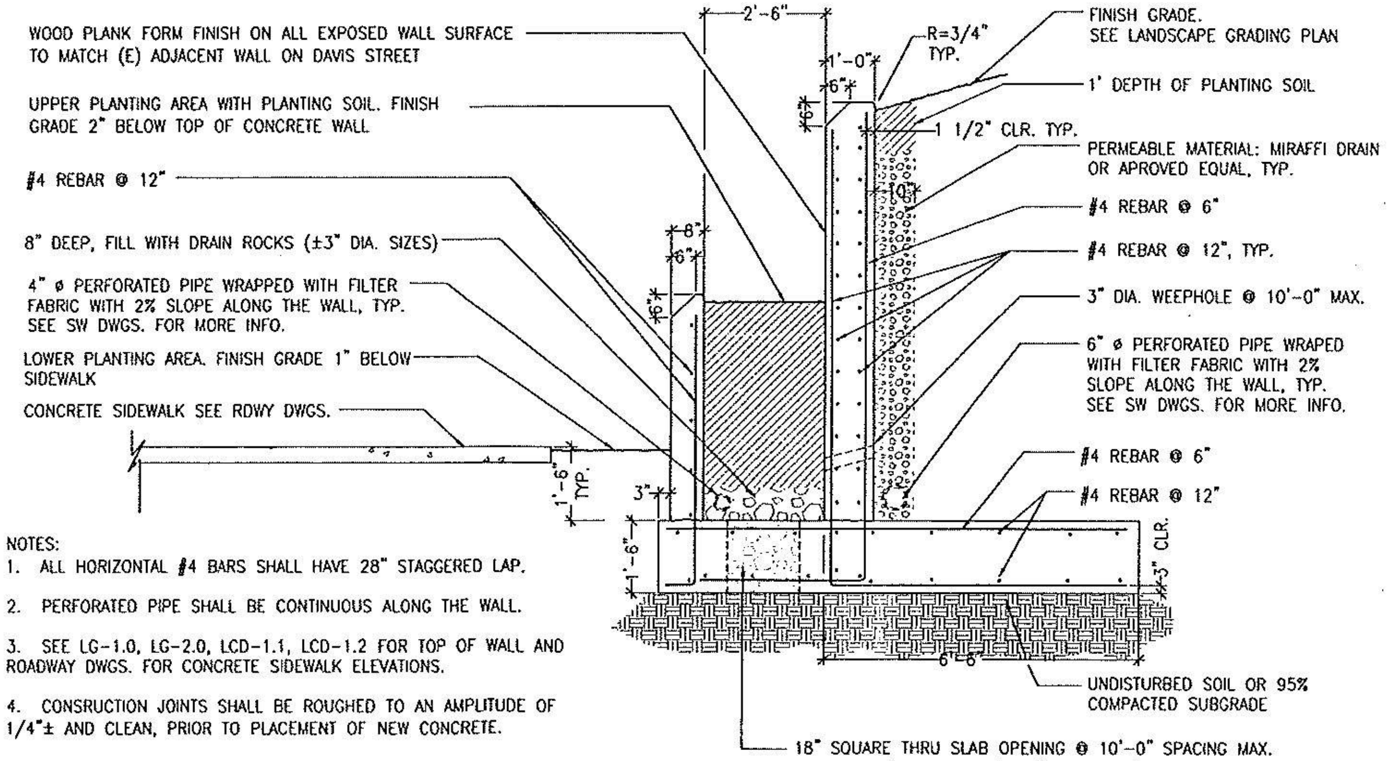
11. NO WELDING OF REINFORCING STEEL IS PERMITTED.

SPECIAL INSPECTION REQUIREMENTS

1. SPECIAL INSPECTION REQUIREMENTS AS INDICATED IN THE FOLLOWING CHECK LIST:

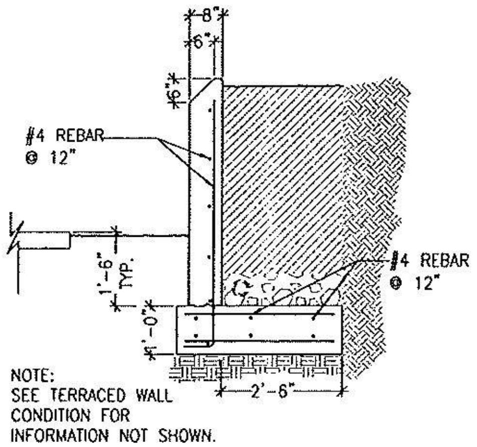
(X) 1. CONCRETE
* ( ) 2. BOLTS INSTALLED IN CONCRETE
( ) 3. SPECIAL MOMENT-RESISTING CONCRETE FRAME
(X) 4. REINFORCING STEEL
* ( ) 5. WELDING
( ) 6. HIGH-STRENGTH BOLTING
( ) 7. STRUCTURAL MASONRY
( ) 8. INSULATING CONCRETE FILL
( ) 9. SPRAYED-ON FIREPROOFING
( ) 10. PILING, DRILLED PIERS ANS CAISSONS
( ) 11. SHOTCRETE
(X) 12. SPECIAL GRADING, EXCAVATION AND FILLING (ENGINEERED)
* ( ) 13. EXTERIOR
( ) 14. DEMOLITION
( ) 15. RETROFIL OF UNREINFORCED MASONRY BUILDINGS
( ) 16. BOLTS INSTALLED IN EXISTING MASONRY
( ) 17. WALLS AND FLOOR SYSTEMS USED AS SHEAR DIAPHRAGM
( ) 18. SPECIAL CASES:______________

2. * INDICATES PERIODIC INSPECTION


WOOD PLANK FORM FINISH ON ALL EXPOSED WALL SURFACE TO MATCH (E) ADJACENT WALL ON DAVIS STREET
UPPER PLANTING AREA WITH PLANTING SOIL. FINISH GRADE 2" BELOW TOP OF CONCRETE WALL
#4 REBAR @ 12"
8" DEEP, FILL WITH DRAIN ROCKS (±3" DIA. SIZES)
4" ø PERFORATED PIPE WRAPPED WITH FILTER FABRIC WITH 2% SLOPE ALONG THE WALL, TYP. SEE SW DWGS. FOR MORE INFO.
LOWER PLANTING AREA. FINISH GRADE 1" BELOW SIDEWALK
CONCRETE SIDEWALK SEE RDWY DWGS.
2'-6"
1'-0"
6"
6"
R=3/4" TYP.
8"
6"
6"
10"
3"
1'-6" TYP.
1'-6"
3" CLR.
6'-6"
FINISH GRADE. SEE LANDSCAPE GRADING PLAN
1' DEPTH OF PLANTING SOIL
1 1/2" CLR. TYP.
PERMEABLE MATERIAL: MIRAFFI DRAIN OR APROVED EQUAL, TYP.
#4 REBAR @ 6"
#4 REBAR @ 12", TYP.
3" DIA. WEEPHOLE @ 10'-0" MAX.
6" ø PERFORATED PIPE WRAPED WITH FILTER FABRIC WITH 2% SLOPE ALONG THE WALL, TYP. SEE SW DWGS. FOR MORE INFO.
#4 REBAR @ 6"
#4 REBAR @ 12"
UNDISTURBED SOIL OR 95% COMPACTED SUBGRADE
18" SQUARE THRU SLAB OPENING @ 10'-0" SPACING MAX. FILL WITH DRAIN ROCKS (± 3" DIA. SIZES)

NOTES:
1. ALL HORIZONTAL #4 BARS SHALL HAVE 28" STAGGERED LAP.
2. PERFORATED PIPE SHALL BE CONTINUOUS ALONG THE WALL.
3. SEE LG-1.0, LG-2.0, LCD-1.1, LCD-1.2 FOR TOP OF WALL AND ROADWAY DWGS. FOR CONCRETE SIDEWALK ELEVATIONS.
4. CONSRUCTION JOINTS SHALL BE ROUGHED TO AN AMPLITUDE OF 1/4"± AND CLEAN, PRIOR TO PLACEMENT OF NEW CONCRETE.

TERRACED WALL CONDITION


8"
6"
6"
#4 REBAR @ 12"
1'-6" TYP.
1'-0"
#4 REBAR @ 12"
2'-6"

NOTE:
SEE TERRACED WALL CONDITION FOR INFORMATION NOT SHOWN.

SINGLE WALL CONDITION

CONCRETE RETAINING WALL

① SCALE: 1/2" = 1'-0"

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

Leon L. Louie
EXP. 3/31/2002

DESIGNED: LL DATE: 12/99
DRAWN: GK DATE: 12/99
CHECKED: CL DATE: 12/99

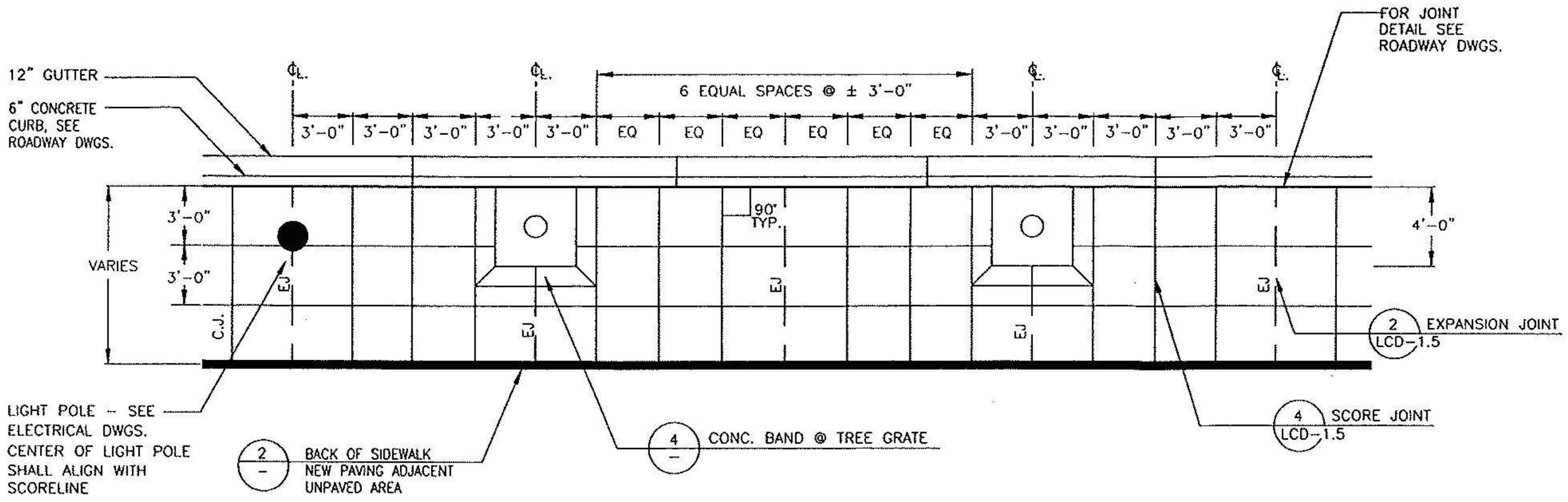
APPROVED
SECTION MANAGER DATE:
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE CONSTRUCTION DETAILS
CONCRETE RETAINING WALL

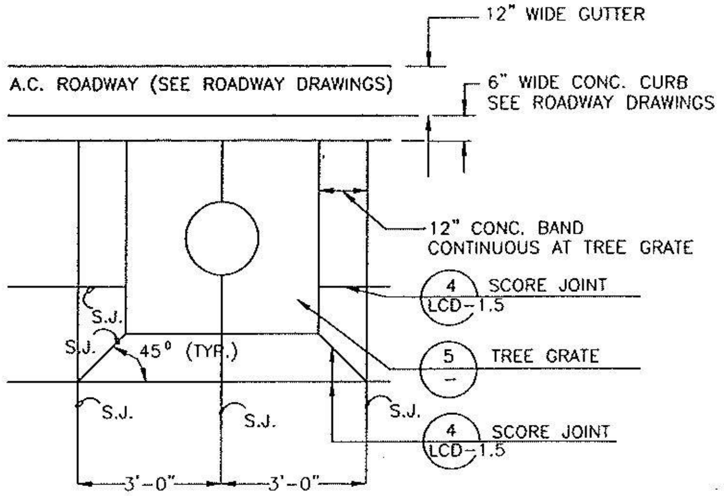
SPECIFICATION NO. 1756N
DRAWING NO. LCD-1.3
FILE NO. 71,987
REV. NO.


FOR JOINT DETAIL SEE ROADWAY DWGS.
12" GUTTER
6" CONCRETE CURB, SEE ROADWAY DWGS.
℄
6 EQUAL SPACES @ ± 3'-0"
3'-0"
EQ
90° TYP.
4'-0"
VARIES
C.J.
EJ
2 LCD-1.5 EXPANSION JOINT
4 LCD-1.5 SCORE JOINT
4 – CONC. BAND @ TREE GRATE
2 – BACK OF SIDEWALK NEW PAVING ADJACENT UNPAVED AREA
LIGHT POLE – SEE ELECTRICAL DWGS. CENTER OF LIGHT POLE SHALL ALIGN WITH SCORELINE

PAVING PATTERN LAYOUT @ WASHINGTON AND CLAY STREET ①

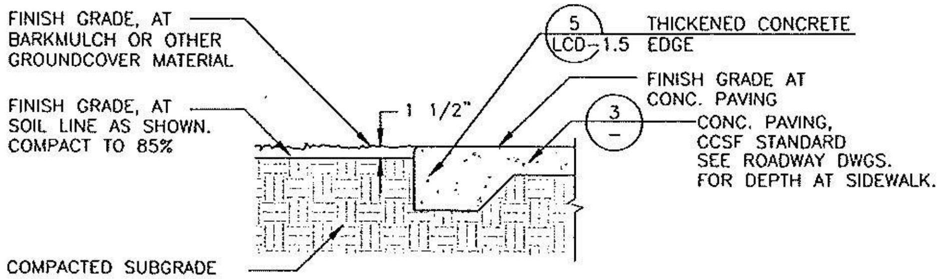
SCALE: 1/4"=1'-0"

CADD FILE NAME: PAVEPTRN.DWG


12" WIDE GUTTER
A.C. ROADWAY (SEE ROADWAY DRAWINGS)
6" WIDE CONC. CURB SEE ROADWAY DRAWINGS
12" CONC. BAND CONTINUOUS AT TREE GRATE
4 LCD-1.5 SCORE JOINT
5 – TREE GRATE
4 LCD-1.5 SCORE JOINT
S.J.
45° (TYP.)
3'-0"
3'-0"

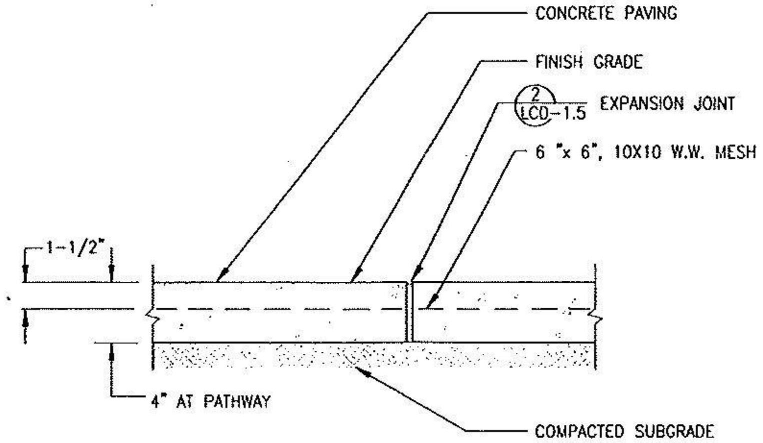
SCORE PATTERN – CONC. BAND @ TREE GRATE ④

SCALE: 1/2" = 1'- 0"


FINISH GRADE, AT BARKMULCH OR OTHER GROUNDCOVER MATERIAL
FINISH GRADE, AT SOIL LINE AS SHOWN. COMPACT TO 85%
1 1/2"
5 LCD-1.5 THICKENED CONCRETE EDGE
FINISH GRADE AT CONC. PAVING
3 – CONC. PAVING, CCSF STANDARD SEE ROADWAY DWGS. FOR DEPTH AT SIDEWALK.
COMPACTED SUBGRADE

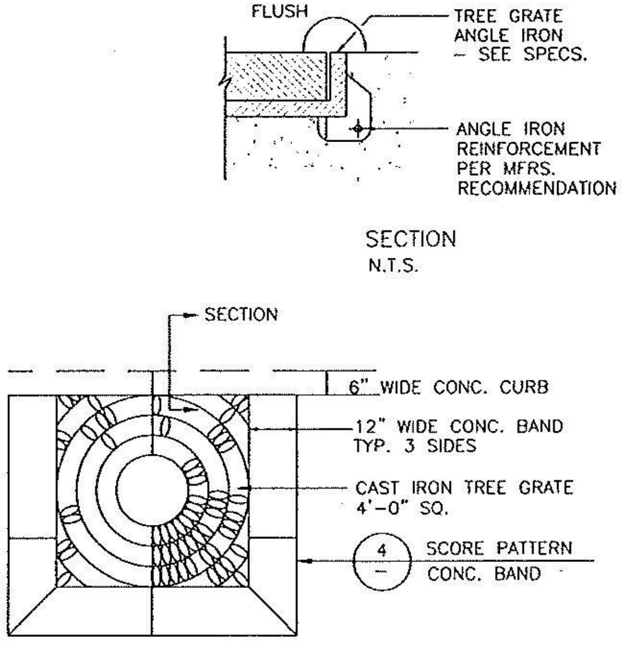
NEW PAVING ADJACENT UNPAVED AREA ②

SCALE: 1"=1'-0"


CONCRETE PAVING
FINISH GRADE
2 LCD-1.5 EXPANSION JOINT
6"x 6", 10X10 W.W. MESH
1-1/2"
4" AT PATHWAY
COMPACTED SUBGRADE

CONCRETE PAVING AT PATH ③

SCALE: 1 1/2"=1'-0"


FLUSH
TREE GRATE ANGLE IRON – SEE SPECS.
ANGLE IRON REINFORCEMENT PER MFRS. RECOMMENDATION
SECTION
N.T.S.
SECTION
6" WIDE CONC. CURB
12" WIDE CONC. BAND TYP. 3 SIDES
CAST IRON TREE GRATE 4'-0" SQ.
4 – SCORE PATTERN CONC. BAND
PLAN

TREE GRATE ⑤

SCALE: 1/2" = 1'-0"

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK	DATE: 12/99
DRAWN: GK	DATE: 12/99
CHECKED: BG	DATE: 12/99

APPROVED
SECTION MANAGER DATE: 12/99
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

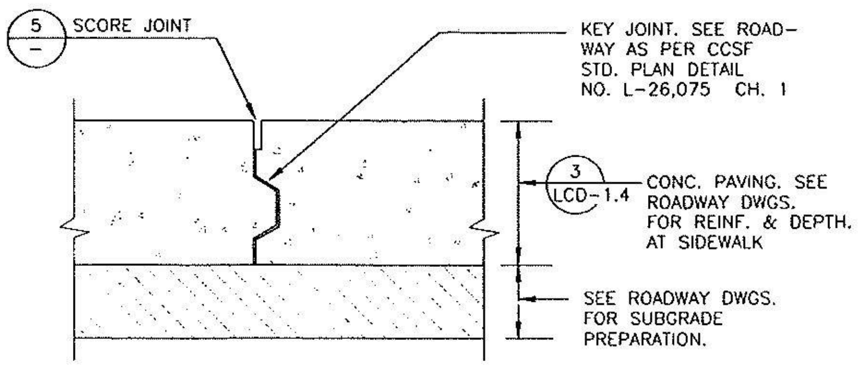
SCALE: AS SHOWN

SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE CONSTRUCTION DETAILS

SPECIFICATION NO. 1756N
DRAWING NO. LCD-1.4
FILE NO. 71,988
REV. NO.

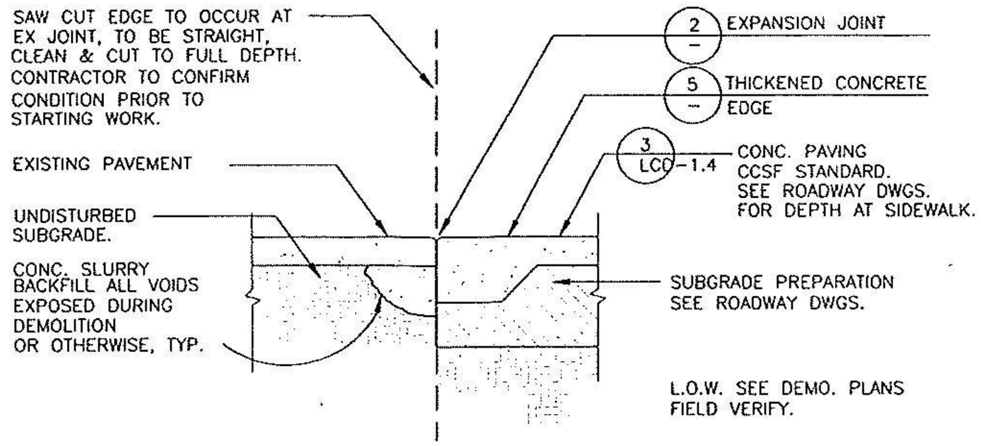

5
—
SCORE JOINT
KEY JOINT. SEE ROADWAY AS PER CCSF STD. PLAN DETAIL NO. L-26,075 CH. 1
3
LCD-1.4
CONC. PAVING. SEE ROADWAY DWGS. FOR REINF. & DEPTH. AT SIDEWALK
SEE ROADWAY DWGS. FOR SUBGRADE PREPARATION.

NOTE: LOCATE KEYED CONSTRUCTION JOINT AS INDICATED ON PLANS AND BETWEEN ALL SEPARATE POURS OF CONCRETE U.O.N.

KEYED CONSTRUCTION JOINT ①

SCALE: 1"=1'-0"

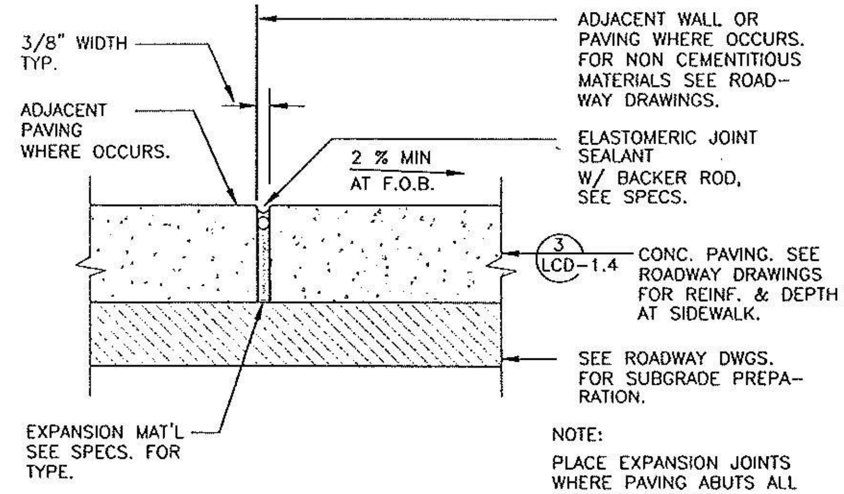
CADD FILE NAME: KEYJOINT.DWG


SAW CUT EDGE TO OCCUR AT EX JOINT, TO BE STRAIGHT, CLEAN & CUT TO FULL DEPTH. CONTRACTOR TO CONFIRM CONDITION PRIOR TO STARTING WORK.
EXISTING PAVEMENT
UNDISTURBED SUBGRADE.
CONC. SLURRY BACKFILL ALL VOIDS EXPOSED DURING DEMOLITION OR OTHERWISE, TYP.
2
—
EXPANSION JOINT
5
—
THICKENED CONCRETE EDGE
3
LCD-1.4
CONC. PAVING CCSF STANDARD. SEE ROADWAY DWGS. FOR DEPTH AT SIDEWALK.
SUBGRADE PREPARATION SEE ROADWAY DWGS.
L.O.W. SEE DEMO. PLANS FIELD VERIFY.

NEW CONC. PAVING @ EXIST. CONC. PAVING ③

SCALE: 1"=1'-0"

CADD FILE NAME: [illegible]


3/8" WIDTH TYP.
ADJACENT PAVING WHERE OCCURS.
ADJACENT WALL OR PAVING WHERE OCCURS. FOR NON CEMENTITIOUS MATERIALS SEE ROADWAY DRAWINGS.
ELASTOMERIC JOINT SEALANT W/ BACKER ROD, SEE SPECS.
2 % MIN AT F.O.B.
3
LCD-1.4
CONC. PAVING. SEE ROADWAY DRAWINGS FOR REINF. & DEPTH AT SIDEWALK.
SEE ROADWAY DWGS. FOR SUBGRADE PREPARATION.
EXPANSION MAT'L SEE SPECS. FOR TYPE.

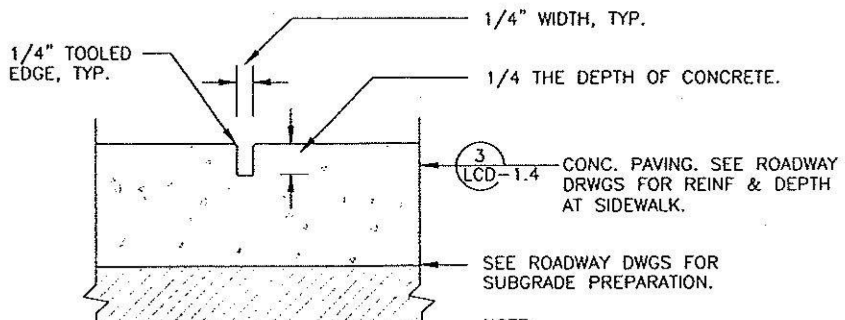
NOTE:

PLACE EXPANSION JOINTS WHERE PAVING ABUTS ALL VERTICAL SURFACES.

EXPANSION JOINT ②

SCALE: 3"=1'-0"

CADD FILE NAME: EXPJOINT.DWG

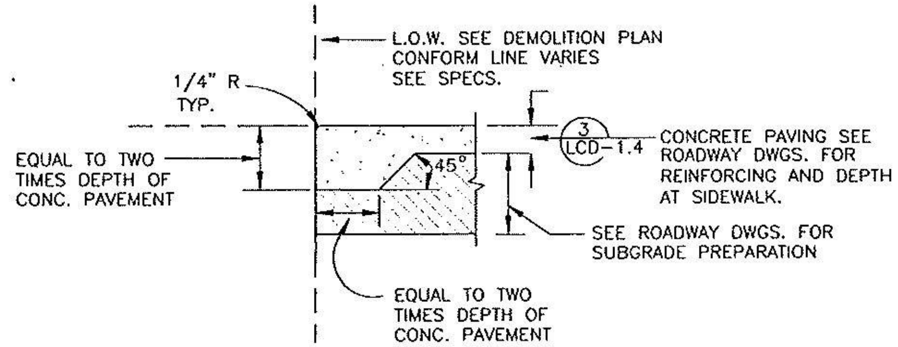

1/4" TOOLED EDGE, TYP.
1/4" WIDTH, TYP.
1/4 THE DEPTH OF CONCRETE.
3
LCD-1.4
CONC. PAVING. SEE ROADWAY DRWGS FOR REINF & DEPTH AT SIDEWALK.
SEE ROADWAY DWGS FOR SUBGRADE PREPARATION.

NOTE:

HANDTOOL ALL JOINTS, EXCEPT AS NOTED ON PLANS

SCORE JOINT ④

SCALE: 1"=1'-0"


1/4" R TYP.
L.O.W. SEE DEMOLITION PLAN CONFORM LINE VARIES SEE SPECS.
EQUAL TO TWO TIMES DEPTH OF CONC. PAVEMENT
45°
3
LCD-1.4
CONCRETE PAVING SEE ROADWAY DWGS. FOR REINFORCING AND DEPTH AT SIDEWALK.
SEE ROADWAY DWGS. FOR SUBGRADE PREPARATION
EQUAL TO TWO TIMES DEPTH OF CONC. PAVEMENT

THICKENED CONCRETE EDGE ⑤

SCALE: 1"=1'-0"

CADD FILE NAME: THICKEDG.DWG

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DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK	DATE: 12/99
DRAWN: GK	DATE: 12/99
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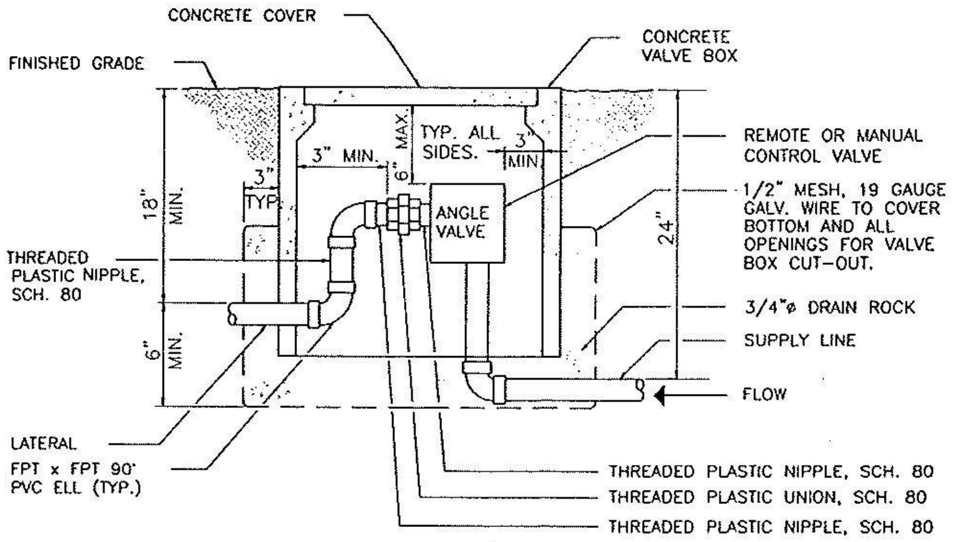
APPROVED
12/99
SECTION MANAGER DATE:
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE CONSTRUCTION DETAILS

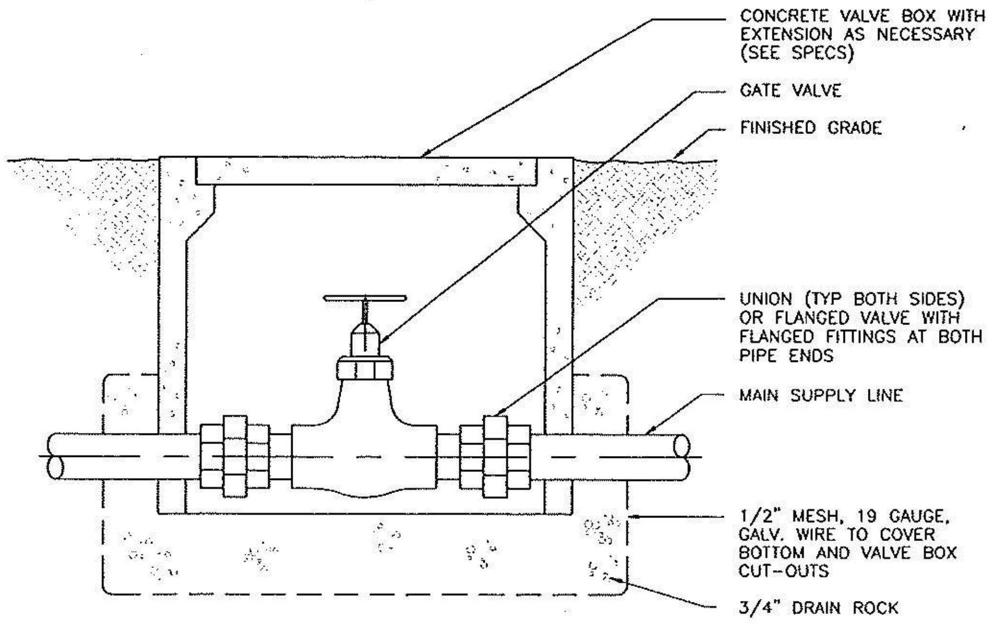
SPECIFICATION NO. 1756N
DRAWING NO. LCD-1.5
FILE NO. 71,989
REV. NO.


CONCRETE COVER
FINISHED GRADE
CONCRETE VALVE BOX
3" MIN.
6" MAX.
TYP. ALL SIDES.
3" MIN
3" TYP.
18" MIN.
6" MIN.
24"
ANGLE VALVE
REMOTE OR MANUAL CONTROL VALVE
1/2" MESH, 19 GAUGE GALV. WIRE TO COVER BOTTOM AND ALL OPENINGS FOR VALVE BOX CUT-OUT.
THREADED PLASTIC NIPPLE, SCH. 80
3/4"ø DRAIN ROCK
SUPPLY LINE
FLOW
LATERAL
FPT x FPT 90° PVC ELL (TYP.)
THREADED PLASTIC NIPPLE, SCH. 80
THREADED PLASTIC UNION, SCH. 80
THREADED PLASTIC NIPPLE, SCH. 80

CONTROL VALVE W./ VALVE BOX ①

SCALE: NOT TO SCALE

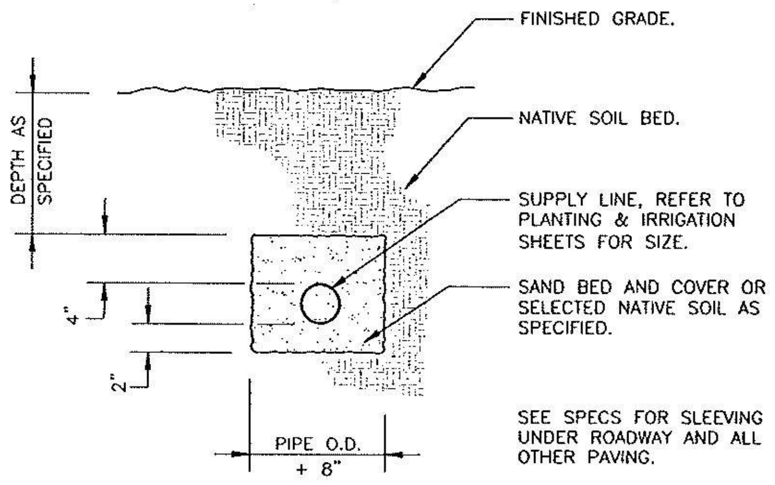
CADD FILL NAME: CVVBMSTR.DWG


CONCRETE VALVE BOX WITH EXTENSION AS NECESSARY (SEE SPECS)
GATE VALVE
FINISHED GRADE
UNION (TYP BOTH SIDES) OR FLANGED VALVE WITH FLANGED FITTINGS AT BOTH PIPE ENDS
MAIN SUPPLY LINE
1/2" MESH, 19 GAUGE, GALV. WIRE TO COVER BOTTOM AND VALVE BOX CUT-OUTS
3/4" DRAIN ROCK

GATE VALVE AND VALVE BOX ②

SCALE : NOT TO SCALE

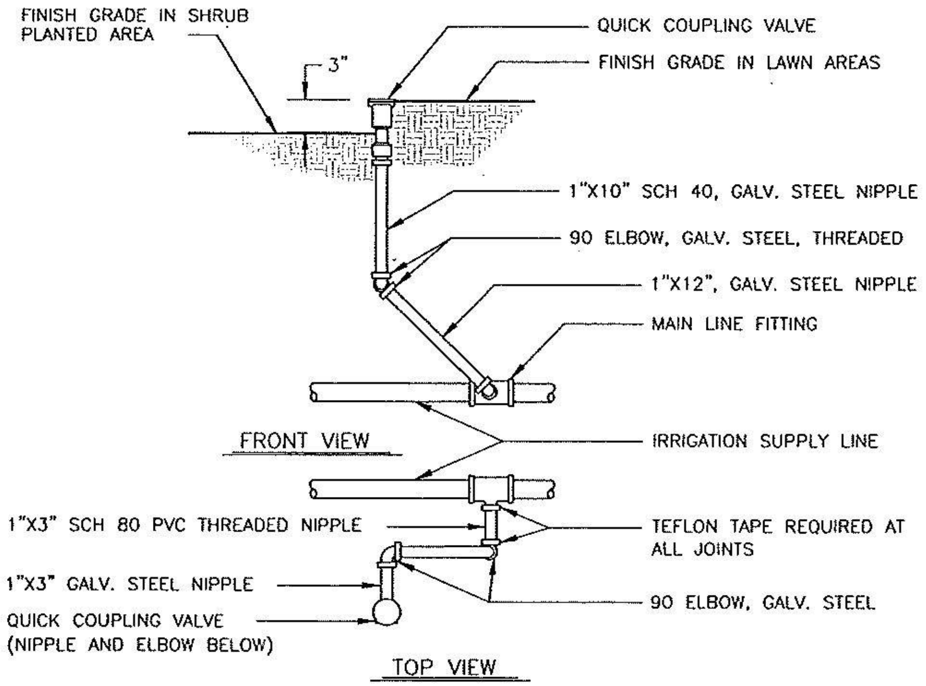
CADD FILE NAME: GVVBMSTR.DWG


FINISHED GRADE.
NATIVE SOIL BED.
DEPTH AS SPECIFIED
SUPPLY LINE, REFER TO PLANTING & IRRIGATION SHEETS FOR SIZE.
SAND BED AND COVER OR SELECTED NATIVE SOIL AS SPECIFIED.
4"
2"
PIPE O.D. + 8"
SEE SPECS FOR SLEEVING UNDER ROADWAY AND ALL OTHER PAVING.

IRRIGATION SUPPLY LINE ③

SCALE: 1 1/2"=1'-0"

CADD FILE NAME: IRSLMSTR.DWG


FINISH GRADE IN SHRUB PLANTED AREA
QUICK COUPLING VALVE
FINISH GRADE IN LAWN AREAS
3"
1"X10" SCH 40, GALV. STEEL NIPPLE
90 ELBOW, GALV. STEEL, THREADED
1"X12", GALV. STEEL NIPPLE
MAIN LINE FITTING
FRONT VIEW
IRRIGATION SUPPLY LINE
1"X3" SCH 80 PVC THREADED NIPPLE
TEFLON TAPE REQUIRED AT ALL JOINTS
1"X3" GALV. STEEL NIPPLE
90 ELBOW, GALV. STEEL
QUICK COUPLING VALVE (NIPPLE AND ELBOW BELOW)
TOP VIEW

QUICK COUPLING VALVE ④

SCALE: NOT TO SCALE

CADD FILE NAME: QCVMSTR.DWG

NO.	DATE	DESCRIPTION	BY	APP.

TABLE OF REVISIONS
CHECK WITH TRACING TO SEE IF YOU HAVE LATEST REVISION

REFERENCE INFORMATION & FILE NO. OF SURVEYS

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

LICENSED LANDSCAPE ARCHITECT MARTHA KETTERER STATE OF CALIFORNIA

DESIGNED:	DATE:
GK	12/99
DRAWN:	DATE:
GK	12/99
CHECKED:	DATE:
BG	12/99

APPROVED
12/99
SECTION MANAGER DATE:
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

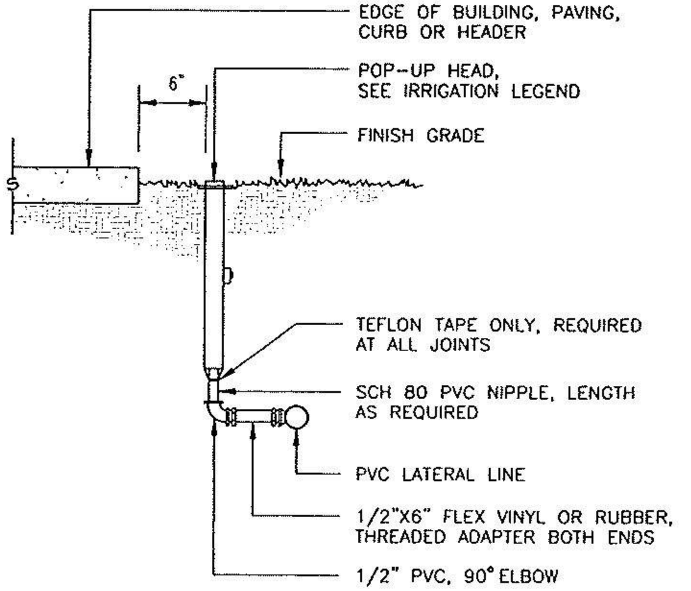
SCALE:
AS SHOWN

SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

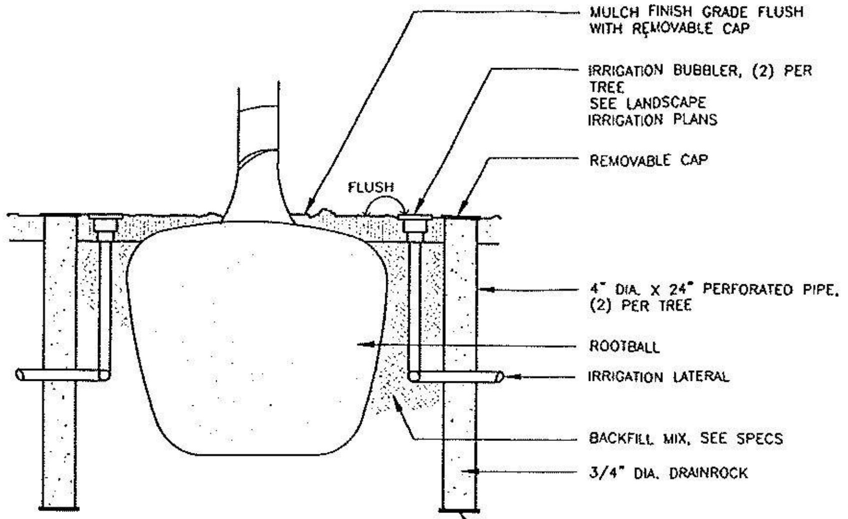
WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE IRRIGATION DETAILS

SPECIFICATION NO. 1756N
DRAWING NO. LCD-2.1
FILE NO. 71,990
REV. NO.


EDGE OF BUILDING, PAVING, CURB OR HEADER
6"
POP-UP HEAD, SEE IRRIGATION LEGEND
FINISH GRADE
TEFLON TAPE ONLY, REQUIRED AT ALL JOINTS
SCH 80 PVC NIPPLE, LENGTH AS REQUIRED
PVC LATERAL LINE
1/2"X6" FLEX VINYL OR RUBBER, THREADED ADAPTER BOTH ENDS
1/2" PVC, 90° ELBOW

POP-UP HEAD

NOT TO SCALE ①


MULCH FINISH GRADE FLUSH WITH REMOVABLE CAP
IRRIGATION BUBBLER, (2) PER TREE SEE LANDSCAPE IRRIGATION PLANS
REMOVABLE CAP
FLUSH
4" DIA. X 24" PERFORATED PIPE, (2) PER TREE
ROOTBALL
IRRIGATION LATERAL
BACKFILL MIX, SEE SPECS
3/4" DIA. DRAINROCK
CAP BOTTOM

NOTE: SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL BY ENGINEER PRIOR TO INSTALLATION OF TREE BUBBLERS.

BUBBLER PERFORATED STAND PIPE DETAIL

SCALE : N.T.S. ②

NO.	DATE	DESCRIPTION	BY	APP.

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BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK	DATE: 12/99
DRAWN: GK	DATE: 12/99
CHECKED: BG	DATE: 12/99

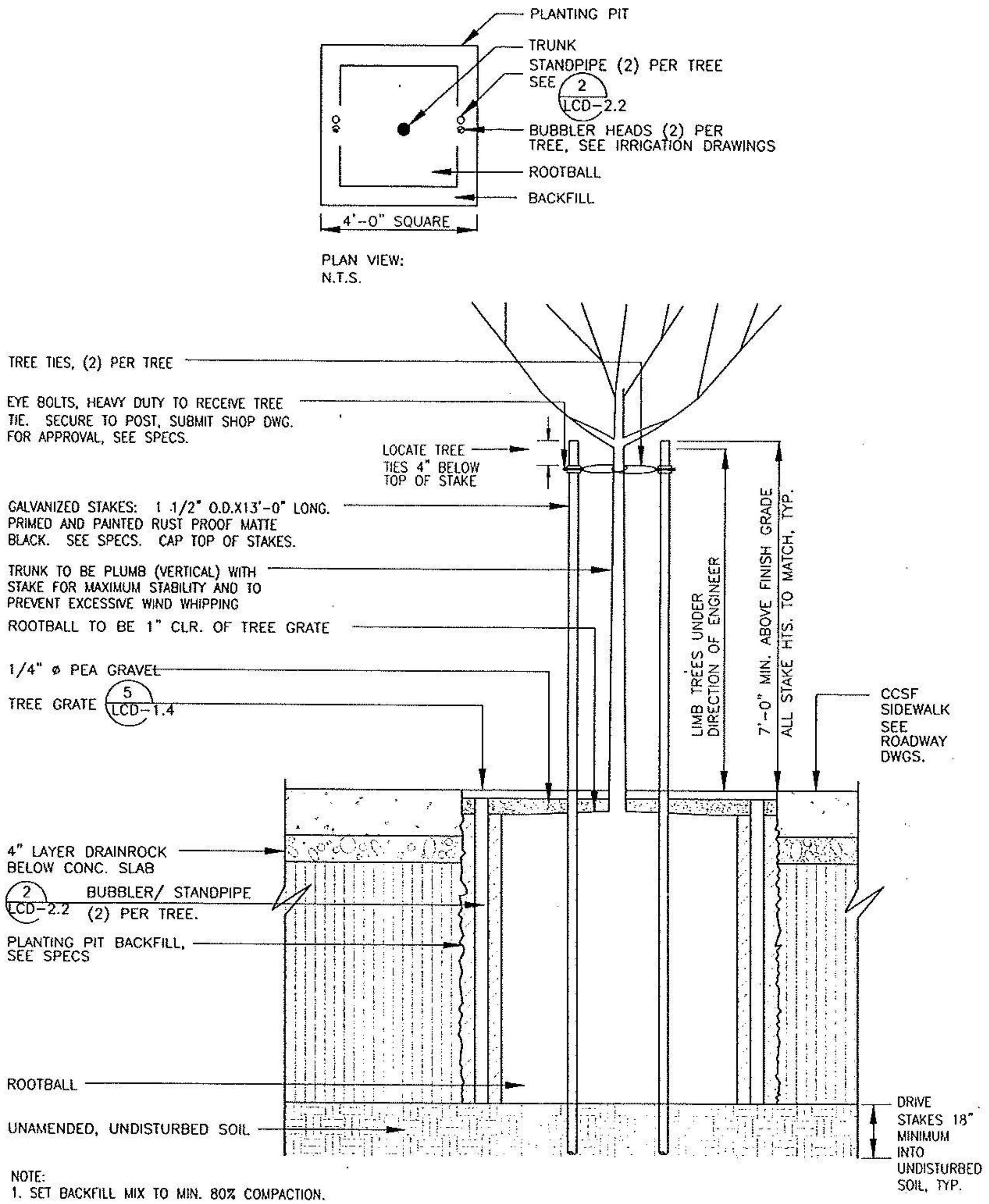
APPROVED
12/99
SECTION MANAGER DATE:
DIVISION MANAGER DATE:
CITY ENGINEER DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS

WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE IRRIGATION DETAILS

SPECIFICATION NO. 1756N
DRAWING NO. LCD-2.2
FILE NO. 71,991
REV. NO.


PLANTING PIT
TRUNK
STANDPIPE (2) PER TREE SEE 2 LCD-2.2
BUBBLER HEADS (2) PER TREE, SEE IRRIGATION DRAWINGS
ROOTBALL
BACKFILL
4'-0" SQUARE
PLAN VIEW: N.T.S.
TREE TIES, (2) PER TREE
EYE BOLTS, HEAVY DUTY TO RECEIVE TREE TIE. SECURE TO POST, SUBMIT SHOP DWG. FOR APPROVAL, SEE SPECS.
LOCATE TREE TIES 4" BELOW TOP OF STAKE
GALVANIZED STAKES: 1 1/2" O.D.X13'-0" LONG. PRIMED AND PAINTED RUST PROOF MATTE BLACK. SEE SPECS. CAP TOP OF STAKES.
TRUNK TO BE PLUMB (VERTICAL) WITH STAKE FOR MAXIMUM STABILITY AND TO PREVENT EXCESSIVE WIND WHIPPING
ROOTBALL TO BE 1" CLR. OF TREE GRATE
1/4" ø PEA GRAVEL
TREE GRATE 5 LCD-1.4
LIMB TREES UNDER DIRECTION OF ENGINEER
7'-0" MIN. ABOVE FINISH GRADE ALL STAKE HTS. TO MATCH, TYP.
CCSF SIDEWALK SEE ROADWAY DWGS.
4" LAYER DRAINROCK BELOW CONC. SLAB
2 LCD-2.2 BUBBLER/ STANDPIPE (2) PER TREE.
PLANTING PIT BACKFILL, SEE SPECS
ROOTBALL
UNAMENDED, UNDISTURBED SOIL
DRIVE STAKES 18" MINIMUM INTO UNDISTURBED SOIL, TYP.

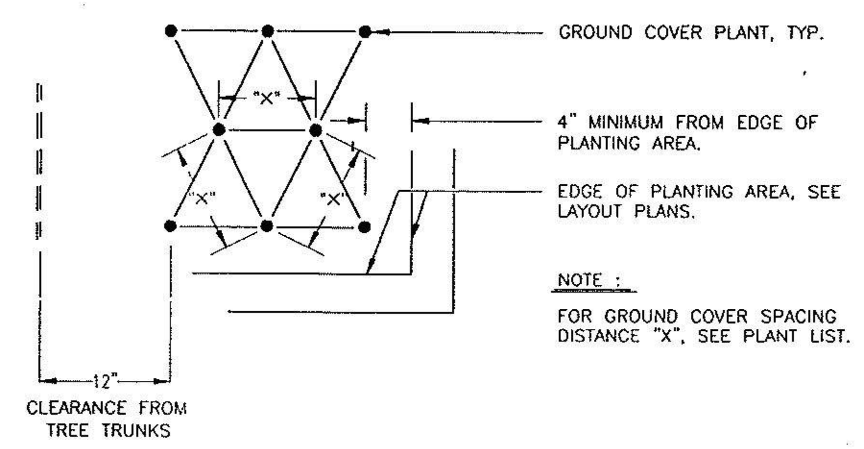
NOTE:
1. SET BACKFILL MIX TO MIN. 80% COMPACTION.

2. FINAL STAKING TO BE APPROVED BY ENGINEER.

3. STREET TREES SHALL NOT HAVE BRANCHES THAT EXTEND BEYOND THE PERIMETER OF THE TREE BASIN BELOW THE 8' MINIMUM VERTICAL CLEARANCE. TREES SHALL BE PRUNED UNDER THE DIRECTION OF ENGINEER.

TREE PLANTING @ SIDEWALK ①

SCALE : N.T.S.

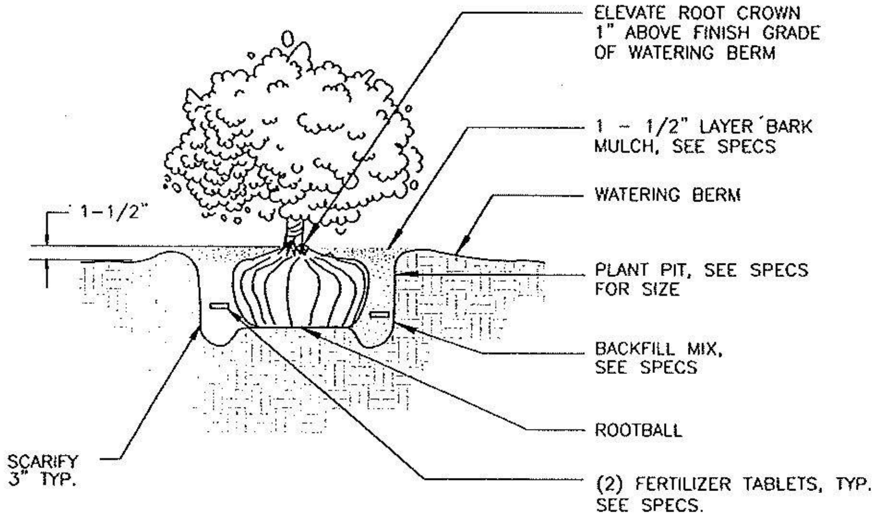

GROUND COVER PLANT, TYP.
"X"
"X"
"X"
4" MINIMUM FROM EDGE OF PLANTING AREA.
EDGE OF PLANTING AREA, SEE LAYOUT PLANS.
12"
CLEARANCE FROM TREE TRUNKS

NOTE :

FOR GROUND COVER SPACING DISTANCE "X", SEE PLANT LIST.

GROUND COVER PLANTING ②

NOT TO SCALE


ELEVATE ROOT CROWN 1" ABOVE FINISH GRADE OF WATERING BERM
1 - 1/2" LAYER BARK MULCH, SEE SPECS
WATERING BERM
1-1/2"
PLANT PIT, SEE SPECS FOR SIZE
BACKFILL MIX, SEE SPECS
ROOTBALL
SCARIFY 3" TYP.
(2) FERTILIZER TABLETS, TYP. SEE SPECS.

SHRUB PLANTING ③

NOT TO SCALE

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DEPARTMENT OF PUBLIC WORKS
CITY AND COUNTY OF SAN FRANCISCO

MARTHA KETTERER

DESIGNED: GK	DATE: 12/99	APPROVED	
DRAWN: GK	DATE: 12/99	SECTION MANAGER 12/99	DATE:
CHECKED: BG	DATE: 12/99	DIVISION MANAGER	DATE:
		CITY ENGINEER	DATE:

SCALE: AS SHOWN
SHEET OF SHEETS

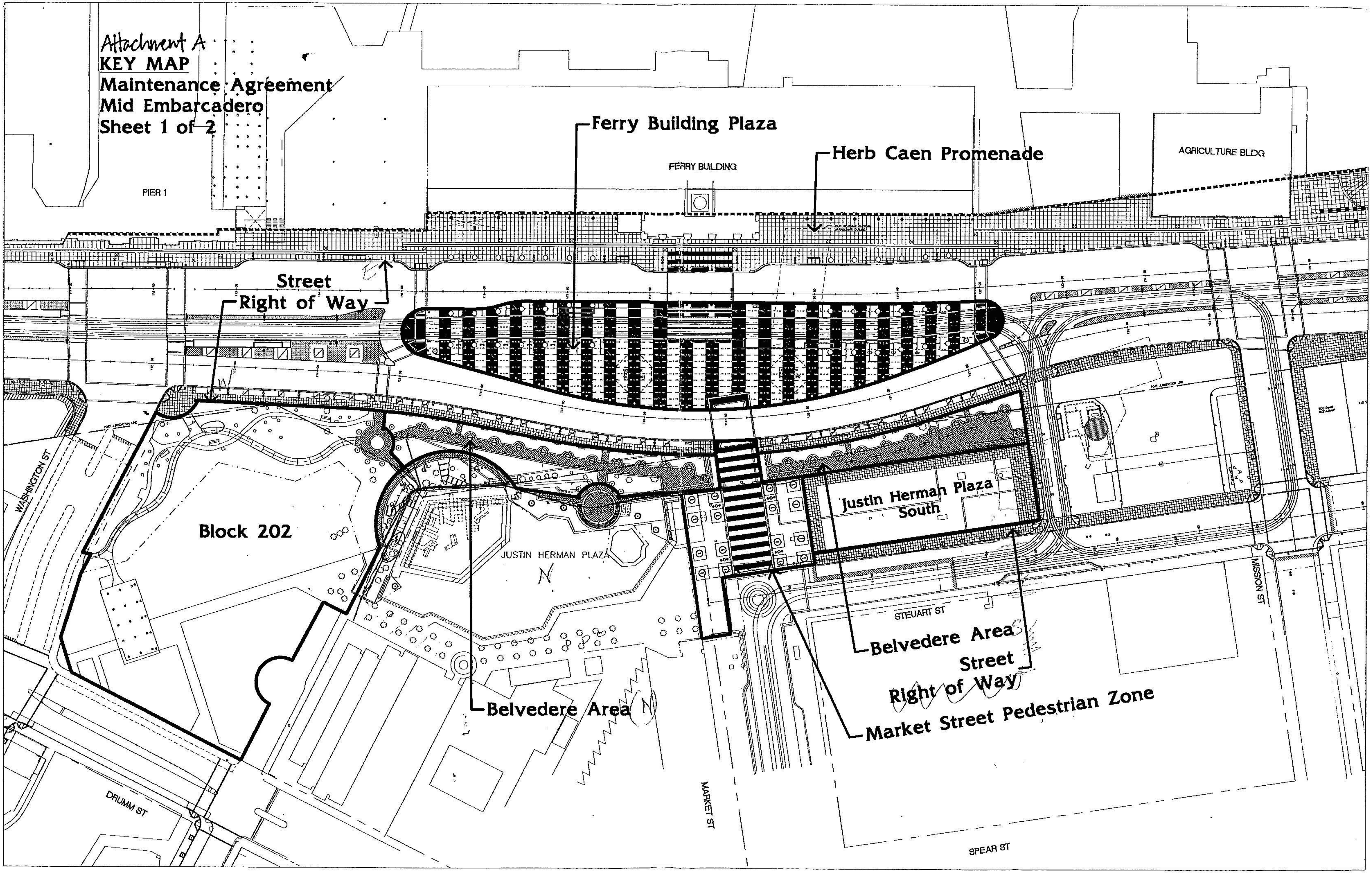
WATERFRONT TRANSPORTATION PROJECT
SURFACE STREETS AND TRANSIT IMPROVEMENTS
WASHINGTON, DAVIS, CLAY, AND DRUMM STREETS
LANDSCAPE PLANTING DETAILS

SPECIFICATION NO. 1756N
DRAWING NO. LCD-3.1
FILE NO. 71,992
REV. NO.

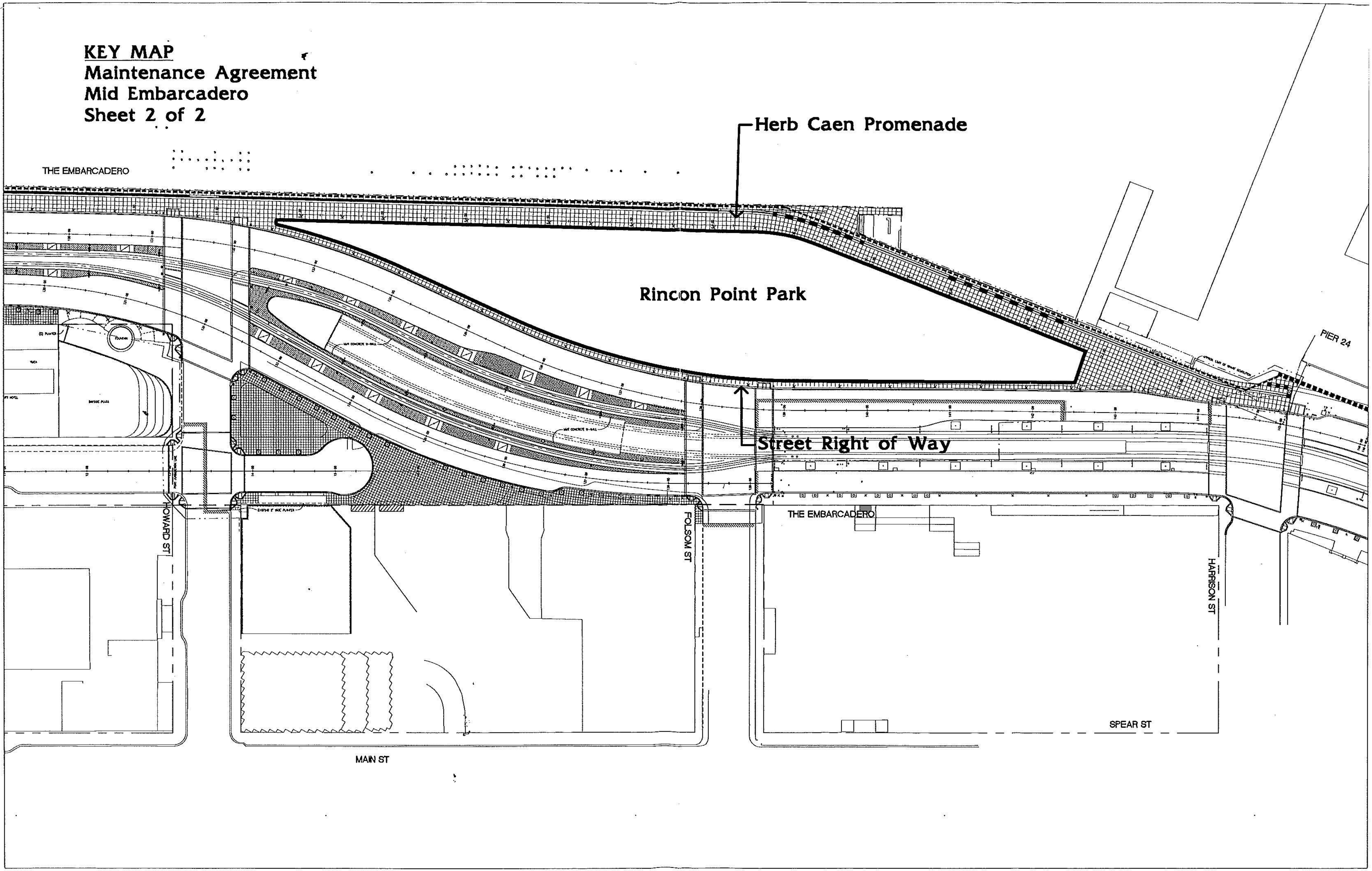
Attachment A

KEY MAP

Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2


Ferry Building Plaza
Herb Caen Promenade
AGRICULTURE BLDG
FERRY BUILDING
PIER 1
E
Street
Right of Way
W
WASHINGTON ST
Block 202
JUSTIN HERMAN PLAZA
N
Justin Herman Plaza
South
STEUART ST
MISSION ST
Belvedere Area
S
Street
Right of Way
Market Street Pedestrian Zone
Belvedere Area
(N)
MARKET ST
DRUMM ST
SPEAR ST

KEY MAP
Maintenance Agreement
Mid Embarcadero
Sheet 2 of 2


Herb Caen Promenade
THE EMBARCADERO
Rincon Point Park
Street Right of Way
PIER 24
HOWARD ST
FOLSOM ST
THE EMBARCADERO
HARRISON ST
SPEAR ST
MAIN ST

MEMORANDUM OF UNDERSTANDING

WATERFRONT TRANSPORTATION PROJECTS

DRAFT

May 20, 1998

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MEMORANDUM OF UNDERSTANDING

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6. Sewer Improvements 11
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8. Acquisition of Real Property Rights 12
9. Utilities 13
10. Muni Ferry Bus Terminal 14
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EXHIBITS

Exhibit A – Property Identification, Parcel O

Exhibit B – Property Identification, Parcels A, B, C, D, E, F, G, H, I, J, K, and N

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU"), dated for convenience as of __________, 1998, is entered into by and between the San Francisco Department of Public Works ("DPW"), the San Francisco Port Commission ("Port") through its Executive Director, the San Francisco Department of Parking and Traffic ("DPT") through its Director, the San Francisco Public Transportation Commission ("PTC") through its Director, the San Francisco Public Utilities Commission ("PUC") through its General Manager and the San Francisco Art Commission through its Director.

RECITALS

This MOU is entered into on the basis of the following facts, understandings and intentions of the parties:

A. The Port, PUC, the Chief Administrative Officer, DPW, the Planning Department, and DPT entered into a Memorandum of Understanding on February 8, 1991 with the intent of constructing a series of integrated public improvement projects along or adjacent to the San Francisco Waterfront. The projects subject to the 1991 Memorandum of Understanding were collectively known as the Waterfront Transportation Projects and included: the Embarcadero Surface Roadway Reconstruction Project, the Muni Metro Extension Project, the Muni Metro Turnaround Project, and the F-Line Historic Streetcar Project. Of the projects subject to the 1991 MOU, the North, the South, and the King

Street segments of the Embarcadero Surface Roadway Reconstruction Project and the Muni Metro Turnback Project have been completed.

B. The City and County of San Francisco intends to construct additional integrated public improvement projects along or adjacent to the San Francisco Waterfront, as well as complete the Muni Metro Extension and the F-Line Historic Streetcar Project. These additional projects are known as the Mid-Embarcadero Surface Roadway and F-Line Extension Project, the Muni Metro Extension / F-Line Connector Project, and the Surface Street Improvement Project (a package of design and operational surface improvements on various streets), and the Mid Embarcadero Open Space Project. All the projects set forth above are collectively referred to herein as the "Waterfront Transportation Projects." The Mid Embarcadero Open Space Project is not included in this MOU and may be the subject of subsequent revisions to the MOU.

C. The boundaries of the Waterfront Transportation Projects extend along The Embarcadero from North Point Street to King Street and along King Street from The Embarcadero to Fifth Street. The Mid-Embarcadero Surface Roadway and F-Line Extension Project extends along The Embarcadero from Harrison Street to Broadway.

D. The Waterfront Transportation Projects will be constructed primarily on property which is, and will continue to be, under the exclusive jurisdiction of the Port pursuant to Charter Sections B.3.580 et seq.

E. The parties, through this MOU, wish to set forth the essential relative rights, understandings, and agreements as they relate to the design, construction and maintenance of the Waterfront Transportation Projects. The parties intend that this MOU replace the 1991 MOU.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Final Design Approval

a) By executing this MOU, Port hereby affirms its approval of the final design for the Mid Embarcadero Roadway and F-Line Extension Project, approved by Port Commission Resolution No. _________, at its meeting of August 12, 1997.

b) Responsibility for the construction of the Waterfront Transportation Projects will be shared among DPW, PTC, DPT, and the Port. DPW, working in coordination with PTC, will have lead responsibility for the Mid-Embarcadero Roadway Project, including the F-Line Historic Streetcar and the MMX/F-Line Connector. DPW, working in coordination with DPT, will have lead responsibility for a package of design and operational surface improvements on various streets.

c) In initiating any changes to the final design approved by the Port Commission that materially amend the construction documents ("Subsequent Changes"), the Port shall consider any negative impacts that the changes might have on the projects, especially with regard to cost and scheduling. Except for changes requested by the Port as a result of design defects or the negligence of DPW (both of which will be at no cost to the Port) implementation of Subsequent Changes are subject to prior agreement by parties to this MOU, including allocation of costs for such changes. If the Port requests Subsequent Changes as a result of circumstances that could not have been reasonably foreseeable at the time Port originally approved the final design, DPW will make best efforts to pay for such changes from the Waterfront Transportation Project funds.

2. **Project Responsibility**

a) DPW and PTC shall be responsible for seeking and obtaining all regulatory approvals, required for the Waterfront Transportation Projects, including the cost of permit applications. The Port agrees to act in the capacity of a co-applicant for any required approval, if necessary.

b) DPW and the PTC shall continue to assist the Port to assure that tenant, vehicular and pedestrian access and utility needs are addressed during construction.

c) The Port shall seek to maintain the continuity of the Waterfront Transportation Projects design scheme in any future construction or modifications, within the project limits, which may be needed to accommodate future Port uses. The Port shall match materials and color as appropriate. The Port shall rely on the Waterfront Plan Urban Design Criteria as outlined in Attachment B and the Waterfront Transportation Projects construction documents for this review.

d) Construction of the Waterfront Transportation Projects shall be accomplished at no cost to the Port, except as set forth in Sections 5 (g-h) and 9(a-c) below; Subsequent Changes requested by the Port under Section 1(c) hereof to the extent agreed upon by Port and DPW; and Port requested improvements related to Port projects identified in Section 4 (c).

e) All parties to this agreement shall comply with all state and federal regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Act to the extent applicable.

f) The procedures set forth in this MOU shall be in lieu of the Port's normal building permit procedure. No Port building permits will be required for the cosntruction of the Waterfront Transportation Projects ("The Project") within Port jurisdictional boundaries.

3. Construction Coordination

DPW shall manage and administer the construction contract for the Mid-Embarcadero Roadway Replacement Project, the Mid-Embarcadero section of the F-Line Historic Streetcar Project, and the Muni Metro Extension/F-Line Connector Project along The Embarcadero between Broadway and Harrison Street.

a) Since several agencies of the City are involved in the construction of the Waterfront Transportation Projects, it is desirable that their efforts be coordinated to minimize any inconvenience or interference with their respective operations. Therefore, each party to this MOU involved in construction shall designate and shall maintain during the construction phase a construction representative who shall be authorized to confer and attend meetings and represent such party with respect to any matters which are the subject matter of this MOU. The initial representatives shall be:

Port: Chief Harbor Engineer

DPW: Project Manager

PTC: Project Manager

DPT: Traffic Engineer

Art Commission: Director of Public Art Program

b) DPW shall provide the Port with schedules of construction activities for review and comment. DPW will provide a preliminary schedule prior to the commencement of construction of the Waterfront Transportation Projects. An actual construction schedule will be submitted by the Contractor within 30 days of the Notice to Proceed (NTP). During any period when construction is underway, schedule updates shall be provided on a monthly basis and as reasonably necessary to reflect significant changes to conditions or plans.

c) DPW and the PTC agree to take reasonable precautions, or to abide by reasonable restrictions placed upon them by the Port, if said precautions or restrictions are for the purpose of mitigating any inconvenience or interference with the operations of the Port during the construction of the project.

4. Construction of Project

a) DPW and PTC agree to use their best efforts during the course of construction of the Waterfront Transportation Projects to minimize or otherwise mitigate any potential interference with or disruption of the operations of the Port or its tenants. Every effort shall be made to avoid construction during peak traffic periods at key intersections designated by DPT. DPW, DPT, and PTC agree, to the extent economically feasible, to cooperate in arranging for reasonable temporary alternative access should the construction activities cause any such substantial interference.

b) If construction of the project creates material inconvenience or interference with Port's, or Port's tenants', ability to access or operate their respective facilities then as they exist as of the date of this MOU and such interference or inconvenience was not reasonably anticipated in the Port's approved final design documents, construction documents, or contractor's construction schedule, and such interference has not been substantially mitigated pursuant to subsection 4(a) above, then DPW and PTC agree to abide by reasonable restrictions placed upon them by the Port to mitigate such inconvenience or interference during construction of the project.

c) Port and DPW acknowledge that commencing in mid-1998 and continuing throughout the course of construction of the Waterfront Transportation Projects, the Port may undertake a number of projects ,including major reconstruction and expansion of its ferry terminal facilities between Pier 1 and the Agricultural Building, rehabilitation of Pier 1 for office use, rehabilitation of the Ferry Building as a major mixed-use development, and the development of a restaurant in Rincon Point Park. Port and DPW will coordinate their construction schedules and performance to minimize inconvenience and disruption to their respective projects.

d) The Port agrees to use their best efforts during the course of construction of the Waterfront Transportation Projects to minimize or otherwise mitigate any potential interference with or disruption of the construction of the Waterfront Transportation Projects. The Port acknowledges that construction of the Waterfront Transportation Projects will cause some inconvenience and disruption to Port's and Port's tenants' operations that may not be fully mitigated by measures taken pursuant to subsections 4(a) and (b) above.

e) Damage to Port property, including property controlled by Port tenants, caused by the construction, maintenance, repair or operation of the Waterfront Transportation Projects shall be repaired at no cost to Port.

f) Port reserves the right to submit written notice to Waterfront Transportation Projects when, in its opinion, construction work violates this MOU or does not conform to the engineering documents approved by the Port. DPW, DPT or PTC, whichever is appropriate, shall correct such violation or nonconformity as quickly as reasonably possible to conform to the engineering documents.

g) All construction contracts entered into for construction of the Waterfront Transportation Projects shall contain insurance, bonding and indemnity provisions which fully protect the interest of the Port and its tenants. Said provisions shall be in a form which follows the City's established practices and is acceptable to the City's Risk Manager.

h) Change order and/or delay costs for any changes that the Port directs to be made to the Project during construction shall be paid for in accordance with subsection 1(c) hereof.

i) The Port shall make the site of the Port’s future Rincon Park (Parcel O) available for the Waterfront Transportation Projects’ construction staging, more clearly described in Exhibit A as attached to this agreement, at a cost of $26,250 per month for up to a period of two years of during the construction of the Waterfront Transportation Projects. Should the Port require use of part of Parcel O prior to completion of construction, and the Waterfront Transportation Projects Manager determines that the Project no longer requires a specific portion of Parcel O, the Project Manager shall arrange for the appropriate parcel of Parcel O to be vacated, and the Port will reduce the monthly rent in proportion to the reduction in available land for construction staging.

5. Cleaning, Maintenance and Repair

For maintenance purposes, the Embarcadero Roadway will become an accepted city street. Cleaning and maintenance responsibilities of the Waterfront Transportation Projects are specified below:

a) DPW shall be responsible for roadway paving and for curb and, crosswalk maintenance and repair, to be funded from normal appropriations for such work and prioritized on a citywide basis.

b) DPW will undertake street sweeping, median maintenance and repair, exclusive of the trackway area that is the responsibility of the Municipal Railway, tree maintenance, maintenance of trash receptacles, and sidewalk repair. DPW shall perform this work with funding from that portion of the 1/2-Cent Sales Tax Program specifically identified for the Embarcadero Parkway Projects.

c) DPW shall be responsible for maintenance of street furniture and for sweeping, steam cleaning, and graffiti removal of Herb Caen Promenade, including the art ribbon, with funding from the portion of the 1/2-Cent Sales Tax Program specifically identified for the Embarcadero Parkway Projects.

d) Trash receptacles shall be emptied by private scavenger firms, to be funded in the garbage rate.

e) Traffic signal, signing and pavement marking maintenance, as well as parking meter enforcement, shall be the responsibility of DPT.

f) PTC will maintain the MUNI Metro Turnaround U-Wall portal structure. For the F-Line Streetcar Project, PTC will maintain the trackway between the inner curb of the median islands, trackway lighting, transit shelters and all other related transit elements. For the MUNI Metro Extension Project, the PTC shall maintain the trackway between inner curbs of the median islands, platform and trackway lighting, platform finishes and furniture, transit shelters and all other related transit elements.

g) The Port will pay the energy costs of the lights in the promenade. The energy costs of the lights in the median and the land side sidewalk will be paid out of the City's streetlighting budget, administered by the PUC's Bureau of Light, Heat and Power (BLHP).

h) The Port will pay for the energy and maintenance costs of the Ferry Plaza's power supply and lighting for special events.

i) Maintenance costs for all streetlights will be paid out of the City's street lighting budget. BLHP will perform all streetlight maintenance.

j) The Port shall retain authority over the placement of parking meters and over parking meter revenues.

k) The Art Commission will repair the art ribbon, historic signage, and any other art element within the project limits as necessary and replace the lamps associated with the fiber optic lighting system annually.

6. Sewer Improvements

During construction of the Waterfront Transportation Projects, DPW will construct certain improvements to the sewer system on Port property. Construction of the sewer improvements will be subject to all of the terms and conditions of this MOU. The sewer and catch basin improvements shall be maintained by PUC. The improvements shall consist of the following:

a) The construction of a main sewer line and associated lateral sewers from new catch basins to the main sewer lines, between Jackson Street and Howard Street. Said main sewer line shall be constructed to handle the volume of storm water runoff created by a five-year storm event and sewage from Port facilities, when at some future date these storm water collection facilities have been installed and connected to the lateral sewers.

b) The connection of new catch basins and associated laterals to an existing sewage storage box, between Broadway and Jackson Street and between Howard and Harrison Streets.

7. Hazardous Materials

a) The City of San Francisco has investigated the subject property area as well as the Department of Transportation. The City has complied or the Waterfront Transportation Projects will comply with:

    (1) Titles 40 and 29 of the code of Federal Regulations (40 CFR and 29 CFR), enforced by the Environmental Protection Agency (EPA) and the Occupational Safety and Health Administration (OSHA),

(2) Title 26 of the California Code of Regulations (26 CCR), enforced by Cal/EPA Department of Toxic Substances Control (DTSC), Cal/OSHA, and the Regional Water Quality Control Board (RWQCB), and

(3) Article 20 of the San Francisco Municipal Code, enforced by the San Francisco Department of Public Health (SFDPH). All of this was discussed in the Final Environmental Impact Statement certified September 12, 1996.

b) The DPW and PTC shall contract the services of an independent environmental consultant to investigate any hazardous materials, as defined by pertinent local, state and federal regulations, that may be found during construction excavation work. The party constructing a specific project where hazardous materials are disturbed or removed as a result of the construction activities shall, at its expense, properly dispose of any such excavated material. Any costs associated with underground tanks found during construction that requires removal shall be paid for by the Project subject to approval by Federal, State and local granting agencies.

8. Acquisition of Real Property Rights

The Project shall acquire non-exclusive permanent surface and subsurface rights to the real property under Port jurisdiction identified as Parcels A, B, C, D, E, F, G, H, I, K, and N, more clearly described in Exhibit B, as attached to this agreement for so long as such property is used for roadway purposes serving and providing access to Port property by motor vehicles, bicycles, public transportation, and pedestrians, and providing accessory parking and open space. The Port, however, shall not allow any other use that shall be in conflict with this intended use. In consideration of these real property rights, the project shall transfer the fair market value of these parcels, based upon their "highest and best use" to the Port. Based upon independent appraisals of the property and by a final review appraiser's determination of fair market value, the Project shall transfer a sum of $ 8,524,000 million to the Port of San Francisco.

9. **Utilities**

a) Thirty days after written request by DPW or the PTC, the Port shall provide all available information concerning 1) the location and elevation of known utilities within the project limits and 2) which of the known facilities are in use by the Port and thus need to be relocated, which are to be abandoned, and which (if any) are to be upgraded at the Port's expense. The current project utility drawings represent all known utilities and their disposition. Any additional utilities uncovered during the project construction shall be considered as "unknown" conditions and paid for by the Project. DPW, PTC, and the Port shall coordinate the relocation of telephone, gas, electric, and relocate city-owned utilities that would be disturbed by construction of Mid-Embarcadero Roadway.

b) The cost of relocating the utilities owned by the Port, as required for project construction, will be paid by DPW and PTC. Such cost will be limited solely to that of relocation.

c) Additional costs of upgrading the Port's utilities will be borne by the Port. The Port will identify the location and size of additional utilities to be accommodated by the project, including gas, electric, telephone and sewer during the design phase.

d) Every reasonable effort shall be made by DPW and PTC to minimize interference with or disruption of utility services to the Port or its tenants.

10. Utility Service Charges

At all times during and after construction of the projects, the Port shall continue to pay all relevant utility service charges (such as sewer service, gas and electricity) for its facilities.

11. Muni Ferry Bus Terminal

The Port shall allow the PTC to occupy an area of Port property, for the purposes of transit operations, of up to a maximum of 37 feet east of the western Port property line, at the Muni Ferry Bus Terminal. The area is bounded by Steuart Street on the west and Mission Street on the south and extends approximately 260 feet north. If PTC discontinues its use of such property for MUNI Ferry Bus Terminal purposes, PTC's rights to use such property shall immediately cease.

12. Relocation

Port shall agree to terminate the leases and vacate the premises, if necessary, of all Port tenants located within the Mid-Embarcadero project area prior to bidding for construction. The Port shall ensure that any leases renewed with tenants located within the project boundaries provide for a thirty-day recapture clause. The City shall provide relocated tenants with the relocation assistance to those displaced tenants as required by the Federal Uniform Relocation Assistance and Real Property Acquisition Act, to the extent applicable under the Law.

13. Claims

The Parties hereto agree as a matter of principle that any third party claim which results from an occurrence on the property which is the subject of this MOU shall be the responsibility of the party who under this MOU has the responsibility for the design, construction, operation, or maintenance of that portion of the property which gave rise to the claim.

DEPARTMENT OF PUBLIC WORKS

By: ______________________________

Dated: ______________________________

PORT OF SAN FRANCISCO

By: ______________________________

Dated: ______________________________

DEPARTMENT OF PARKING AND TRAFFIC

By: ______________________________

Dated: ______________________________

PUBLIC TRANSPORTATION COMMISSION

By: ______________________________

Dated: ______________________________

ART COMMISSION

By: ______________________________

Dated: ______________________________

PUBLIC UTILITIES COMMISSION

By: ______________________________

Dated: ______________________________

EXHIBIT A

PROPERTY IDENTIFICATION

PARCEL O

EXHIBIT B

PROPERTY IDENTIFICATION

PARCELS A, B, C, D, E, F, G, H, I J, K and N

City and County of San Francisco **Recreation and Park Department**

January 2, 2001

Items to be resolved with Boston Properties:

1. Paragraph 1: City reserves the right to use area.
2. Paragraph 8: $800,000 in lieu of performance bond. (How about other security of other responsibilities?)
3. Paragraph 9: Include "reasonable" in language.
4. Paragraph 23: If the building is sold, the new owners should not have to go back to the City for permit approval.
5. Subordinates to a loan, in terms of hierarchy of property rights.

Other steps needed to complete revocable permit package:

1. Add past maintenance agreements to exhibits.
2. Include past agreements to conditions of the revocable permit.
3. Al Argente to review the insurance and indemnity language (already sent for his review).
4. Complete exhibits.

MY:SiteSpecific/JustinHerman/RevocablePermitNotes

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

Date: 1/2/01
Sender: Mariam Morley
To: Marvin Yee
Priority: Normal
Subject: Action by Committee

The Committee should recommend that the full Commission authorize the General Manager to enter into the revocable permit with Four Embarcadero Center Venture permitting reconstruction of a circular staircase connecting Four Embarcadero with Justin Herman Plaza with such changes to the draft permit as the parties shall negotiate and as the City Attorney shall approve.

SAN FRANCISCO RECREATION AND PARK DEPARTMENT
REVOCABLE PERMIT

THIS REVOCABLE PERMIT (this "Permit"), dated for reference purposes only as of January __, 2001, is made by and between the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Recreation and Park Commission ("Commission"), and Boston Properties L.P. ("Permittee"), and relates to the real property of Permittee known as Assessor's Block 233, Lot 44, commonly known as Four Embarcadero Plaza, San Francisco, California, and more fully described in Exhibit A and depicted in Exhibit B attached hereto ("Permittee's Land") and to the reconstruction of an existing staircase; and to a portion of that certain real property adjacent to Permittee's Land owned by City, commonly known as Justin Herman Plaza North, more particularly described in Exhibit C and depicted in Exhibit B hereto ("City's Land").

City and Permittee agree as follows:

1. **License**. City confers to Permittee a revocable, personal, non-exclusive and non-possessory privilege to enter upon and use a portion of City's Land, which portion is particularly described in Exhibit D (the "Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. Nothing in this Permit shall be construed as granting or creating any franchise rights pursuant to any federal, state or local laws. The Permit is not exclusive and the City reserves the right to use or permit others to use any part of the Permit Area for any purpose.

2. **Use of Permit Area.**

Permitted Activity. Permittee may enter and use the Permit Area for the sole purpose of replacing an existing staircase and constructing, maintaining and repairing the replacement staircase, which will provide improved public access between Four Embarcadero Plaza and Justin Herman Plaza North. The replacement staircase ("the Improvements") will be constructed at the location of the existing staircase, which is between Four Embarcadero Plaza and Justin Herman Plaza North, approximately 150 feet south of Clay Street. As with the previous staircase, the replacement staircase will project a maximum of 29 feet into Justin Herman Plaza North from the easterly boarder of Four Embarcadero, project a total height of 33.6 feet and the decorative paving at the base of the new staircase will project a maximum of 44.5 feet. The staircase is depicted in Exhibit E hereto. The Improvements will consist of the following: an architectural concrete deck, curved glass railing, stainless steel hand/guardrails, decorative lighting, stamped aluminum formed letters for identification, signage, and pavement consisting of decorative stone pavers and concrete.

3. **Installation of Improvements**. Permittee may construct, modify, repair and maintain the Improvements on the Permit Area, only upon satisfaction of the following conditions, which are for the sole benefit of City:

(a) **Approval of Plans and Specifications**. Permittee shall construct, modify or repair the Improvements in accordance with plans and specifications (including drawings) approved in advance, in writing, by the General Manager of the Recreation and Park Department. Before constructing, repairing or modifying the Improvements, Permittee must also prepare and submit a work plan to the Recreation and Park Department ("Department") and must receive the Department's written approval to proceed according to the work plan. The plans and specifications may be revised or amended only with prior written approval of the Department and after the Department has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(a) **Permits and Approvals.** Before beginning any work in the Permit Area, other than routine maintenance, Permittee shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence, complete and maintain the permitted work. Promptly upon receipt of such approvals, Permittee shall deliver copies to the Department. Permittee recognizes and agrees that no approval by the Department for purposes of Permittee's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals, at Permittee's sole cost.

(b) **Exercise of Due Care.** Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to City's property, including but not limited to the Permit Area.

(c) **Work Schedule.** Permit must begin the construction of the Improvements within one hundred eighty (180) days after the commencement of the term of this permit. At least five (5) days prior to the commencement of any work on the Permit Area, other than routine maintenance, Permittee shall notify the Department of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by the Department, the Department shall have the right to require Permittee to adjust such schedule from time to time. Permittee shall complete construction of the Improvements no later than two hundred forty (240) days after the commencement of the term of this Permit.

(d) **Approval of Work.** Permittee shall notify City promptly of completion of construction of the Improvements. Within ten (10) days of receipt of such notice City shall inspect the Improvements and inform Permittee in writing, whether it approves the work as executed. City's approval shall not be unreasonably withheld.

(e) **Restoration of Permit Area.** Immediately following completion of the work permitted hereunder, Permittee shall remove all debris and any excess dirt and, with the exception of the area occupied by the Improvements, shall restore the Permit Area to its condition immediately prior to Permittee's work hereunder, to the reasonable satisfaction of City.

(f) **Erosion Control**. Permittee shall take all reasonable steps requested by City to minimize erosion in the Permit Area or on City's Land that is due to, or could result from, Permittee's activities in the Permit Area or the Improvements.

(g) As-Built Drawings/Reports. Immediately following completion of the work permitted hereunder, Permittee shall furnish the Department with two (2) completed copies of final as-built drawings for the Improvements. In the event that Permittee or its agents or consultants prepares any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Permittee shall furnish to City a complete copy of such report (or such portion thereof as relates to the Permit Area), including any schedules, exhibits and maps, promptly upon completion of the same.

(h) Responsibility for Repair and Maintenance of Facilities. Permittee shall be solely responsible for repairing and maintaining the Improvements and the Permit Area in good and safe conditions, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any such facilities therein. Permittee shall notify City in writing not less than five (5) days before performing any repair or maintenance work, other than routine maintenance work, in the Permit Area, except in the case of an emergency wherein Permittee shall notify City telephonically and in writing as soon as reasonably possible.

(i) Revocability. Permittee acknowledges and agrees that the execution of the Improvements permitted hereunder, regardless of cost, shall not in any way whatsoever limit City's right to revoke this Permit pursuant to the terms hereof or any of City's other rights hereunder.

4. Ownership of the Improvements. The Improvements shall be and remain Permittee's property during the term of the Permit. Upon revocation hereof, Permittee shall, upon City's request, remove the Improvements in accordance with the provisions of Section 15, unless City, at its sole option, specifies upon, or prior to, revocation that the Improvements shall remain on the Permit Area and shall, upon revocation, become City property without compensation to Permittee. After City assumes ownership of the Improvements, City shall remove the Improvements only after securing all required permits pursuant to the procedures set forth in the City's Building Code.

5. **Restrictions on Use**. Permittee agrees that, by way of example only and without limitation, the following uses of the Permit Area by Permittee, or any other person claiming by or through Permittee, are inconsistent with the limited purpose of this Permit and are strictly prohibited as provided below:

(a) Improvements. Except for the Improvements described in section 2, Permittee shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Permit Area, nor shall Permittee make any alterations or additions to any of existing structures or improvements on the Permit Area, unless Permittee first obtains City's prior written consent, which City may give or withhold in its sole and absolute discretion.

(b) Trees and Other Plantings. Permittee shall not plant any trees or other vegetation in or on the Permit Area, except as otherwise expressly provided herein.

(c) Dumping. Permittee shall not cause , sanction or authorize the dumping or other disposal on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials that are unsightly or could pose a hazard to the human health or safety, vegetation or wildlife, or the environment. The Permit Area shall be maintained to present clean, neat and orderly appearance by Permittee, and Permittee shall dispose of refuse resulting from its use, including waste material, garbage and rubbish of all kinds as required by Department.

(d) **Hazardous Material**. Permittee shall not cause, nor shall Permittee allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area, or transported to or from the Permit Area. Permittee shall immediately notify City when Permittee learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Permit Area. Permittee shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination caused by Permittee or its Agents or Invitees. In the event that Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee shall, without cost to City and in accordance with all laws and regulations, return the Permit Area to the condition immediately prior to the release. In connection therewith, Permittee shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(e) **Nuisances**. Permittee shall not conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.

(f) **Damage**. Permittee shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage to City's Land, any property of City or the Permit Area.

(g) **Use Limited to Permit Area.** Permittee acknowledges that the privilege given under this Permit shall be strictly limited to the Permit Area. Permittee shall not traverse over or otherwise use any adjoining lands of City.

6. **Use Fee**. In exchange for Permittee's payment of fees in consideration for Permittee's use of the Permit Area as provided hereunder, Permittee has agreed to perform maintenance services in portions of Justin Herman Plaza and the Belvedere Areas adjacent thereto as depicted in Exhibit F hereto. The required maintenance services are described fully in Exhibit G hereto, which is incorporated herein by reference.

7. **Term of Permit**. The privilege conferred to Permittee pursuant to this Permit shall commence on the date on which this Permit is executed and delivered by City following the Department authorization and approval, the receipt of all security required to be provided hereunder, and the recordation of the Declaration of Covenants, Conditions and Restrictions required hereunder and provision of the subordination agreement required therein, if applicable (the "Commencement Date"), and shall immediately expire upon written notice from City revoking this Permit. City may at its sole option freely revoke this Permit at any time without cause or liability, and without any obligation to pay any consideration to Permittee or return to Permittee any part of the costs associated with steam cleaning and power washing Justin Herman Plaza. Upon any such revocation, Permittee will immediately surrender the Permit Area in the condition required hereunder.

8. **Security for Performance.** At or before the Commencement Date, Permittee submit a corporate guarantee in the sum of eight hundred Thousand Dollars ($800,000.00) as security for Permittee's faithful performance of the terms and conditions of this Permit. Should City use any portion of the corporate guarantee to cure any default by Permittee hereunder, Permittee shall immediately replenish the corporate guarantee to the original amount. City's obligations with respect to the corporate guarantee are solely that of debtor and not trustee. Permittee shall not be entitled to any interest on such corporate guarantee. The amount of the corporate guarantee shall not be deemed to limit Permittee's liability for the performance of any of its obligations under this Permit.

9. **Reimbursement of City's Costs**. Within thirty (30) days after City's written request, Permittee shall reimburse City for City's costs incurred after the Commencement Date, including, without limitation, attorneys' fees and costs incurred in connection with any review, investigation, processing, documentation and/or approval of documents related to the Permit Area by City hereunder. Any amount owed by Permittee to City which is not paid when due shall bear interest at the rate of five percent (5%) per annum from the due date of such amount. The payment of interest on such amounts shall not excuse or cure any default by Permittee under this Permit. If the interest rate specified herein is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate then permitted by law.

10. **Insurance**.

(a) Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area, insurance as follows:

(i) General Liability Insurance with limits not less than $1,000,000 each occurrence

Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, and Sudden and Accidental Pollution.

(b) Permittee shall procure and keep in effect at all times during any construction activities on the Permit Area, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area, insurance as follows:

(i) Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable, and sudden and accidental pollution; and

(ii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than $1,000,000 each accident.

(c) All liability policies required hereunder shall provide for the following: **(i)** name as additional insureds, for the purpose of activities arising under this permit, the City and County of San Francisco and its officers, agents and employees; and **(ii)** specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required hereunder shall be limited to losses resulting from Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials). The general liability coverage required hereunder shall name the City and its officers, agents and employees as additional insureds in accordance with the standard additional insured endorsement form CG2010 (1185).

(d) All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to City.

(e) Prior to the Commencement Date of this Permit, Permittee shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverage required hereunder, together with other reasonable evidence of such coverage at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee of bills therefor.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(g) Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

(h) Upon City's request, Permittee and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee hereunder to conform to such general commercial practice.

(i) Permittee's compliance with the provisions of this Section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

11. **Compliance with Laws**. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at Permittee's sole expense, procure and maintain in force at all times during Permittee's use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Permittee further understands and agrees that no approval by City for purposes of this Permit shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory approvals at Permittee's sole cost or limit in any way City's exercise of its police powers.

12. **Covenant to Maintain Permit Area; Replacement of Improvements**. In connection with its use hereunder, Permittee shall at all times, at Permittee's sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, which includes, but is not limited to, free from graffiti and debris. Permittee shall inspect the Permit Area regularly.

13. **Signs**. Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object in, on, or about the Permit Area, except for the approved identification sign above the staircase more fully described in Exhibit E without the City's written consent, which City may withhold in its sole discretion; provided, however, Permittee may place in the Permit Area a temporary sign of less than thirty (30) days' duration that is necessary for Permittee's construction use and which does not extend below the ground surface without the City's written consent.

14. Covenants, Conditions and Restrictions. As a material consideration for this Permit, Permittee shall sign and have notarized the Declaration of Covenants, Conditions and Restrictions, attached hereto as Exhibit E, which shall be recorded as a condition to the effectiveness of this Permit. The covenants, conditions and restrictions set forth in the Declaration shall run with the land and shall inure to the benefit of any successor owners of City's Land and burden any successor owners of Permittee's Land.

15. Surrender. Upon the revocation of this Permit, Permittee shall surrender the Permit Area in good condition, order and repair, free from hazards and clear of all debris. At such time, Permittee shall at its sole cost remove all of its property from the Permit Area permitted hereunder, including, at City's request, the Improvements and all debris associated therewith and shall repair, at Permittee's cost, any damage to the Permit Area caused by such removal or Permittee's use hereunder and restore the Permit Area to its condition before Permittee's use thereof. Upon such request from City, Permittee shall remove the Improvements only after securing all required permits pursuant to the procedures set forth in the City's Building Code. Permittee's obligations under this Section shall survive any revocation of this Permit.

16. Repair of Damage. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Permittee or anyone acting by or through Permittee hereunder, Permittee shall immediately, at its sole cost, notify City by facsimile of such damage or threat. Permittee shall remedy any and all such damage or threat and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval. City may witness Permittee's repair work. If Permittee fails to remedy such damage or threat within 7 days of Permittee's notice required herein, or within 7 days of City's notice to Permittee of such damage or threat, City may, but shall not be obligated to, remedy such damage or threat at Permittee's sole cost.

17. Location of Utilities. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Permittee has the sole responsibility to locate such utilities and protect them from damage. Permittee shall arrange and pay for any necessary temporary or permanent relocation of City and public utility company facilities, subject to the prior written approval by City and any such utility companies of any such relocation. Permittee shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder.

18. City's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area, remove or alter facilities or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with five (5) days' prior written notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Permittee's obligations under this Section shall survive the termination of this Permit.

19. No Costs to City. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

20. Indemnity. Permittee shall indemnify, defend and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating to any use or activity under this Permit, **(b)** any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, **(c)** the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements or into the environment; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Permittee's obligation to indemnify City, Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area or other adjoining City property. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

21. Waiver of Claims.

(a) Neither City nor any of its commissions, Departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, Agents, Invitees employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this

Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) Permittee expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of City for any consequential or incidental damages arising out of Permittee's uses hereunder. Permittee acknowledges that City would not be willing to give this Permit in the absences of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Permittee pursuant to this Permit, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

(e) As part of Permittee's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limiting such agreement, Permittee on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Permittee's intended use.

(f) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Permittee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

22. **As Is Condition of Permit Area; Disclaimer of Representations**. Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Permit Area. Without limiting the foregoing, this Permit is made subject to any and all covenants, conditions, restrictions, easements, encumbrances and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

23. **No Assignment Without Consent**.

(a) This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred ("Assignment") by Permittee without the prior written consent of Department, which shall not be unreasonably withheld, conditioned or delayed. Any attempt to assign, convey or otherwise transfer this Permit without Department's consent shall be null and void and cause the immediate termination and revocation of this Permit. Permittee shall notify, or cause notification of, the Department in writing of Permittee's request to assign this Permit as soon as reasonably possible after Permittee determines such assignment is, in Permittee's opinion, required. Department shall act promptly upon Permittee's request for approval of the proposed assignment and in all events within thirty (30) days from the later of 1) the date upon which Department has received the potential Assignee's proof of insurance as required in Section 10(e) in a form reasonably satisfactory to Department, or 2) the date upon which Department has received the proposed Assignee's express assumption, for the benefit of City, of all of the obligations of Permittee under this Permit, in the form attached hereto as Exhibit H (such proof of insurance and assumption together referred to as the "Required Submittals"). Upon the thirty-first (31st) day after the date upon which Department has received the Required Submittals, the Department shall be deemed to have approved the request for assignment if the Department has not taken action on such request.

(b) Each Assignee shall assume all obligations of Permittee under this Permit and shall be liable for the performance of all the terms, covenants and conditions to be performed on Permittee's part hereunder. The assigning Permittee shall be released from all liabilities and obligations hereunder arising from events occurring from and after the later of the date of the closing of the sale of Permittee's Land or the date of approval by Department of the transferring Permittee's request for assignment.

24. **Cessation of Use**. Permittee will not terminate its activities to repair, replace or maintain improvements within the Permit Area pursuant hereto without prior written notice to City.

25. **No Joint Ventures or Partnership; No Authorization**. This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in or relating to the Permit Area.

26. **Tropical Hardwoods and Virgin Redwood.** The City and County of San Francisco urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood product, virgin Redwood, or virgin Redwood product.

27. **Taxes, Assessments, Licenses, Permit Fees and Liens**.

(a) Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further recognizes and understands that any transfer or assignment permitted under this Permit and any exercise of any option to renew or extend this Permit may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder.

(b) Permittee agrees to pay taxes of any kind, including, but not limited to, possessory interest taxes, that may be lawfully assessed on the interest hereby created and to pay all other taxes, excises, licenses, permit charges and assessments based on Permittee's usage of the Premises that may be imposed upon Permittee by law, all of which shall be paid when the same become due and payable and before delinquency.

(c) Permittee agrees not to allow or suffer a lien for any such taxes to be imposed upon the Premises or upon any equipment or property located thereon without promptly discharging the same, provided that Permittee, if so desiring, may have reasonable opportunity to contest the validity of the same.

(d) San Francisco Administrative Code Sections 23.6-1 and 23.6-2 require that the City and County of San Francisco report certain information relating to this Permit , and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction, and that Permittee report certain information relating to any assignment of or transfer under this Permit to the County Assessor within sixty (60) days after such assignment or transfer transaction. Permittee agrees to provide such information as may be requested by the City to enable to City to comply with this requirement.

28. **Notices**. Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City & Department:
San Francisco Recreation and Park Department
McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco CA 94117-1898
Attn: General Manager

with a copy to:
Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: Deputy City Attorney
for Recreation and Park Department matters
Fax No.: (415) 554-4747

Commission:
San Francisco Recreation and Park Commission
McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco CA 94117-1898
Attn: Commission Secretary

Permittee:
Boston Properties L.P.
Four Embarcadero Center, Lobby Level, Suite One
San Francisco, CA 94111-5994
Attn: Bob Pester
Fax No. (415) 772-0665

or such other address with respect to the parties as any party may from time to time designate by notice to the other parties pursuant to the provisions of this Section.

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

29. No Tobacco Advertising.

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the property which is the subject of this Permit. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

30. **Pesticide Prohibition.** Permittee shall comply with the provisions of Section 39.9 of Chapter 39 of the San Francisco Administrative Code (the "Pesticide Ordinance') which (i) prohibits the use of certain pesticides on City property, and (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Permittee to submit to the Recreation and Park Department an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM Policy described in Section 39.1 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Section 39.4(a) and 39.4(b) of the Pesticide Ordinance.

31. **Conflict of Interest.** Permittee states that it is familiar with the provisions of Section 15.103 and C8.105 of the San Francisco Charter and certifies that it knows of no facts that would constitute a violation of such provisions. Permittee further certifies that it has made a complete disclosure to the City of all facts bearing on any possible interests, direct or indirect, which Permittee believes any officer or employee of the City presently has or will have in this Permit or in the performance thereof.

32. **General Provisions**. **(a)** This Permit may be amended or modified only by a writing signed by City and Permittee. **(b)** No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. **(c)** All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the General Manager of the Recreation and Park Department or his or her designee unless otherwise indicated. **(d)** This instrument (including the exhibits hereto, all of which are incorporated herein) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. **(e)** The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. **(f)** Time is of the essence. **(g)** This Permit shall be governed by California law and City's Charter. **(h)** If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. **(i)** If Permittee consists of more than one person then the obligations of each person shall be joint and several. **(j)** Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

33. **Disclosure.** Permittee understands and agrees that under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov. Code Section 6250 et seq.) apply to this Permit and any and all records, information, and materials submitted to the City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Record Law. Permittee hereby authorizes the City to disclose any records, information and materials submitted to the City in connection with this Permit.

PERMITTEE REPRESENTS AND WARRANTS TO CITY THAT IT HAS READ AND UNDERSTANDS THE CONTENTS OF THIS PERMIT, HAS HAD AN OPPORTUNITY TO REVIEW AND DISCUSS IT WITH COUNSEL OF ITS CHOOSING, AND AGREES TO COMPLY WITH AND BE BOUND BY ALL OF ITS PROVISIONS.

permittee:

Date:

____
Bob Pester, Senior Vice President
Boston Properties L.P.

CITY:
CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

____
General Manager
Recreation and Park Department

APPROVED:

Approved by Resolution No. ________ of the
San Francisco Recreation and Park Commission

____
Margaret McArthur

Secretary, Recreation and Park Commission

APPROVED AS TO FORM:

LOUISE H. RENNE
City Attorney

By: ______________________
Mariam M. Morley
Deputy City Attorney

EXHIBIT A

DESCRIPTION OF PERMITTEE'S LAND

All that certain real property located in the City and County of San Francisco, California, described as follows:

Beginning at the point of intersection of the former center line of Sacramento Street, as said Street existed prior to vacation thereof by Resolution No. 203-67, adopted by the Board of Supervisors on March 20, 1967 and approved by the Mayor on March 27, 1967with a line drawn northwesterly at a right angle to the northwesterly line of Market Street from a point distant thereon 353.249 feet northeasterly from the northerly line of California Street; running thence northwesterly along the northwesterly extension of said line drawn at a right angle to Market Street from said point, a distance of 199.753 feet to its intersection with a line drawn southerly at a right angle to the southerly line of Clay Street from a point distant thereon 210.949 feet easterly from the easterly line of Drumm Street; thence northerly along last said line so drawn 137.50 feet to the southerly line of Clay Street; thence at a right angle westerly along said southerly line of Clay Street 210.949 feet to the present easterly line of Drumm Street, as said Drumm street is shown on that certain map entitled, "Map showing the widening of Drumm Street from Jackson Street to California Street and Washington Street from Drumm Street to the Embarcadero," filed December 1, 1977, in Map Book "W" at page 93; thence at a right angle southerly and along said easterly line of Drumm Street 299.563 feet to the said former center line of Sacramento Street; thence easterly along said former center line of Sacramento Street 327.725 feet to the point of beginning.

Being a portion of 50 Vara Block "C", also known as a portion of Assessor's Block 233, and portions of Commercial Street and Sacramento Street now vacated as per "Record of Survey Map of the Golden Gateway," recorded September 29, 1961, in Book "I" of maps, at pages 22,23 and 24 in the Office of the Recorder of the City and County of San Francisco, State of California.

Excepting from that portion thereof lying within the lines of former Sacramento Street and former commercial street, all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, together with the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine and remove such deposits of other minerals, subject to the provision that the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals, shall be with the consent of the Grantee and shall not disturb the surface, or the ground within 100 feet of the surface of the real property conveyed, as reserved in quitclaim deed dated June 20, 1962, from the State of California to the Redevelopment Agency of the City and County of San Francisco, Recorded June 25, 1962 in Book A439, Page 955, Series No. 102734, Official Records

Also being a portion of what is currently known as Assessor's Block 233 Lot 44.

EXHIBIT B

MAP SHOWING PERMITTEE'S AND CITY'S LAND

elevation

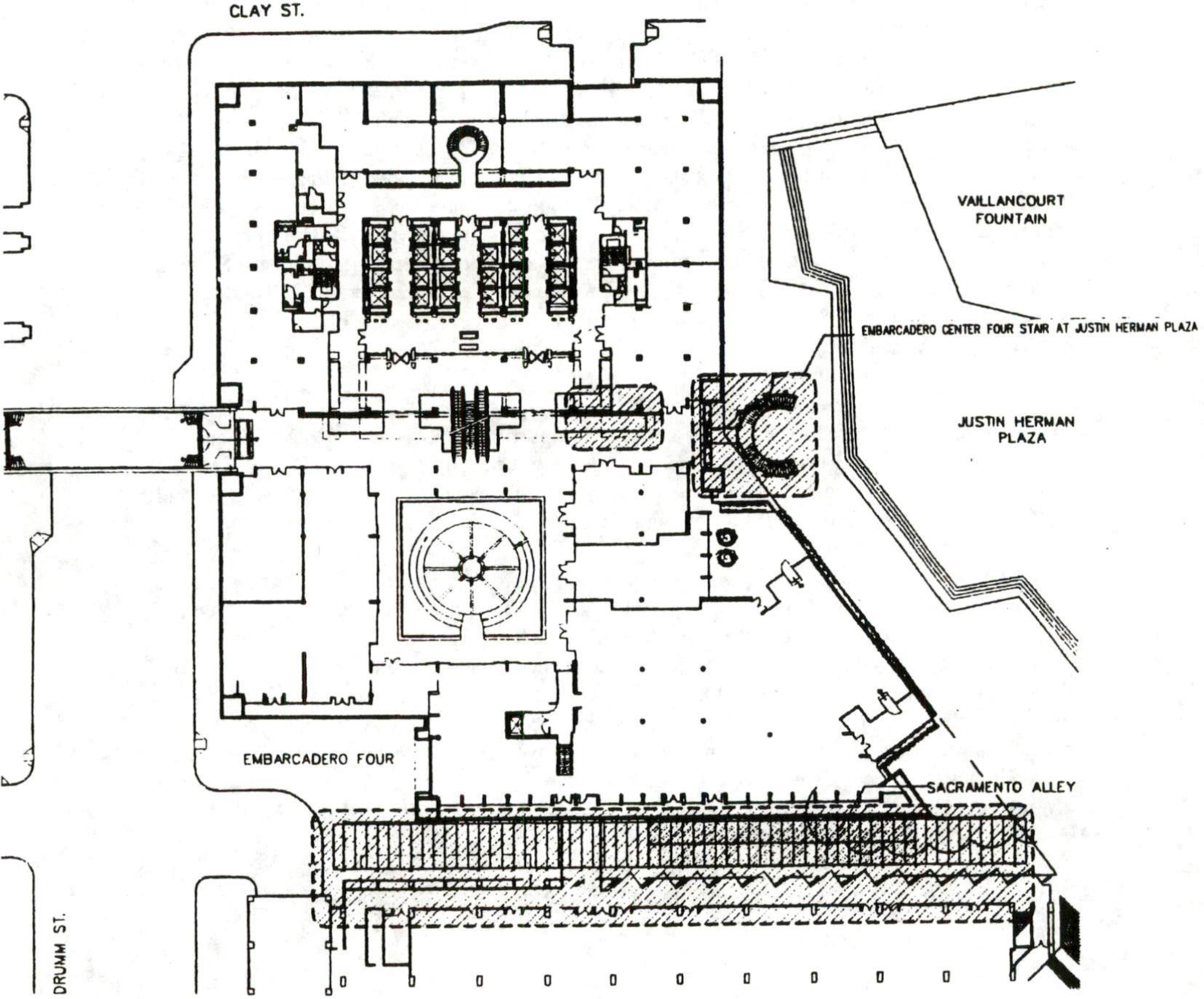

CLAY ST.
VAILLANCOURT FOUNTAIN
EMBARCADERO CENTER FOUR STAIR AT JUSTIN HERMAN PLAZA
JUSTIN HERMAN PLAZA
EMBARCADERO FOUR
SACRAMENTO ALLEY
DRUMM ST.

EXHIBIT C

DESCRIPTION OF CITY'S LAND

All that certain real property located in the City and County of San Francisco, California, described as follows:

Beginning at a point on the northwesterly line of Market Street, distant thereon 353.249 feet northeasterly from the northerly line of California Street, as said streets and shown on that certain map entitled, "Record of Survey Map of the Golden Gateway," recorded September 29, 1961, in Book "T" of the City and County of San Francisco, State of California; running thence northwesterly at a right angle to said line of Market Street 314.444 feet, more or less, to a line drawn southerly at a right angle to the northerly line of Clay Street from a point distant thereon 236.199 feet easterly from the easterly line of Drumm Street; thence northerly along said line so drawn 186.625 feet to the northerly line of Clay Street; thence easterly along said northerly line of Clay Street 191.114 feet to the intersection thereof with a line drawn southerly at a right angle to the northerly line of Merchant Street from the point of intersection of said line of Merchant Street with the northeasterly boundary line of 50 Vara Block "D", as said block is shown on the above referenced map; thence at a right angle southerly along said line so drawn to the point of intersection thereof with a line drawn from the southeasterly corner of 50 Vara Block "D" to the northeasterly corner of 50 Vara Block "C"; thence southeasterly along last said boundary line and its extension southeasterly and along the northeasterly boundary line of 100 Vara Block No. 317, as shown on said map 745.728 feet, more or less, to a line drawn parallel with the perpendicularly distant 250 feet northwesterly from the northwesterly line of Mission Street; thence southwesterly along last said line so drawn 137.50 feet to the northeasterly line of Steuart Street; thence northwesterly along said line of Steuart Street and its extension northwesterly 420.333 feet, more or less, to the northwesterly line of Market Street; thence southwesterly along said line of Market Street 82.50 feet to the point of beginning.

Being portions of 50 Vara Blocks "A" and "C" and a portion of 100 Vara Block No. 317, and also portions of Clay Street, Commercial street, Sacramento Street and Market Street, all as shown on "Record of Survey Map of the Golden Gateway," herein above referred to.

Excepting therefrom all that portions thereof described as follows:

Beginning at a point on the southwesterly line of the Embarcadero, distant thereon 137 feet and 6 inches southeasterly from the southeasterly line of Market Street, as the same are shown on that map herein above referred to; running thence southeasterly along said line of the Embarcadero 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches to the northeasterly line of Steuart Street; thence at a right angle northwesterly along said line of Steuart Street 137 feet and 6 inches; thence at a right angle northeasterly 137 feet and 6 inches to the point of beginning.

Being a portion of 100 Vara Block No. 317.

Also excepting from those portions thereof lying within former Clay Street, Commercial street, Sacramento Street and Market Street (all now vacated), all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, together with the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals from said portions, as reserved in the Quitclaim Deed from the State of California to the San Francisco Redevelopment Agency, dated June 20, 1962, recorded June 25, 1962, in Book A-439, page 955, Official Records of the City and County of San Francisco and in the Quitclaim Deed by and between the same parties, dated December 16, 1966, recorded February 10, 1967, in Book B-117 of Official Records, at page 159, in said County Recorder's Office.

Also being a portion of what is currently known as Assessor's Block 233 Lot 35.

EXHIBIT D

DESCRIPTION OF PERMIT AREA

(See attached.)

PARCEL 1

THAT PORTION OF A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 24.00 FEET LYING EASTERLY OF THE FOLLOWING DESCRIBED PROPERTY LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER CENTER LINE OF SACRAMENTO STREET, AS SAID STREET EXISTED PRIOR TO VACATION THEREOF BY RESOLUTION NO. 203-67, ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 WITH A LINE DRAWN NORTHWESTERLY AT A RIGHT ANGLE TO THE NORTHWESTERLY LINE OF MARKET STREET FROM A POINT DISTANT THEREON 353.249 FEET NORTHEASTERLY FROM THE NORTHERLY LINE OF CALIFORNIA STREET; RUNNING THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY EXTENSION OF SAID LINE DRAWN AT A RIGHT ANGLE TO MARKET STREET FROM SAID POINT, A DISTANCE OF 199.753 FEET TO ITS INTERSECTION WITH A LINE DRAWN SOUTHERLY AT A RIGHT ANGLE TO THE SOUTHERLY LINE OF CLAY STREET FROM A POINT DISTANT THEREON 210.949 FEET EASTERLY FROM THE EASTERLY LINE OF DRUMM STREET; THENCE NORTHERLY ALONG LAST SAID LINE SO DRAWN 137.50 FEET TO THE SOUTHERLY LINE OF CLAY STREET AND THE TERMINUS OF THE SAID PROPERTY LINE.

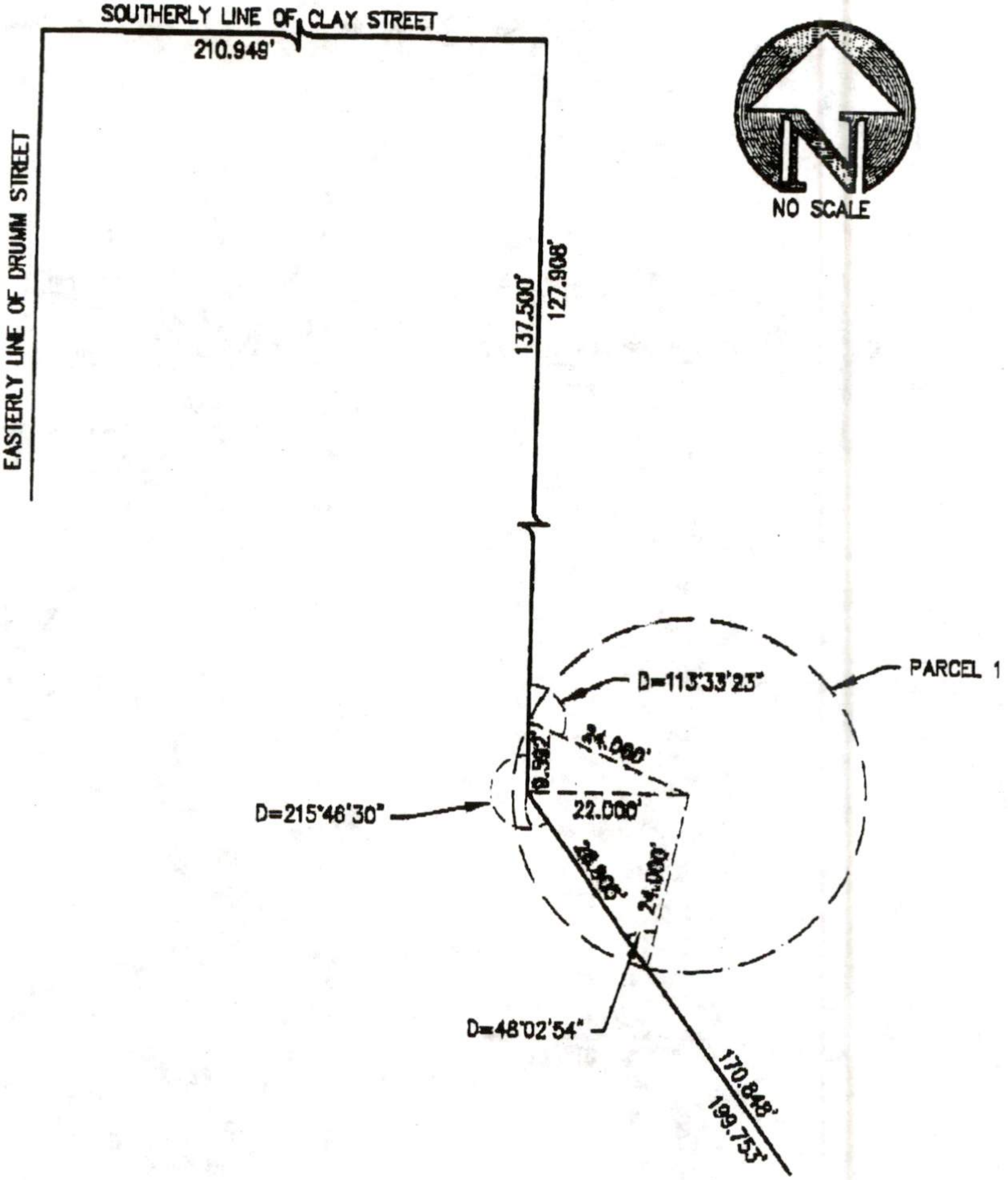
THE RADIUS POINT FOR THE CIRCLE HAVING A RADIUS OF 24.00 FEET IS LOCATED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER CENTER LINE OF SACRAMENTO STREET, AS SAID STREET EXISTED PRIOR TO VACATION THEREOF BY RESOLUTION NO. 203-67, ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 WITH A LINE DRAWN NORTHWESTERLY AT A RIGHT ANGLE TO THE NORTHWESTERLY LINE OF MARKET STREET FROM A POINT DISTANT THEREON 353.249 FEET NORTHEASTERLY FROM THE NORTHERLY LINE OF CALIFORNIA STREET; RUNNING THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY EXTENSION OF SAID LINE DRAWN AT A RIGHT ANGLE TO MARKET STREET FROM SAID POINT, A DISTANCE OF 199.753 FEET TO ITS INTERSECTION WITH A LINE DRAWN SOUTHERLY AT A RIGHT ANGLE TO THE SOUTHERLY LINE OF CLAY STREET FROM A POINT DISTANT THEREON 210.949 FEET EASTERLY FROM THE EASTERLY LINE OF DRUMM STREET;THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF CLAY STREET 22.000 FEET TO THE RADIUS POINT.

PARCEL 2

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER CENTER LINE OF SACRAMENTO STREET, AS SAID STREET EXISTED PRIOR TO VACATION THEREOF BY RESOLUTION NO. 203-67, ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 WITH A LINE DRAWN NORTHWESTERLY AT A RIGHT ANGLE TO THE NORTHWESTERLY LINE OF MARKET STREET FROM A POINT DISTANT THEREON 353.249 FEET NORTHEASTERLY FROM THE NORTHERLY LINE OF CALIFORNIA STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE DRAWN AT A RIGHT ANGLE TO MARKET STREET FROM SAID POINT, A DISTANCE OF 9.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID FORMER CENTER LINE A DISTANCE OF 7.302 FEET TO SAID FORMER CENTER LINE: THENCE WESTERLY ALONG SAID FORMER CENTER LINE A DISTANCE OF 5.261 FEET TO THE POINT OF BEGINNING.

4241 H
Dec 20, 2000


SOUTHERLY LINE OF CLAY STREET
210.949'
EASTERLY LINE OF DRUMM STREET
NO SCALE
137.500'
127.908'
PARCEL 1
D=113°33'23"
24.000'
10.582'
22.000'
D=215°46'30"
28.905'
24.000'
D=48°02'54"
170.848'
199.753'

SEE SHEET NO. 2

4241H

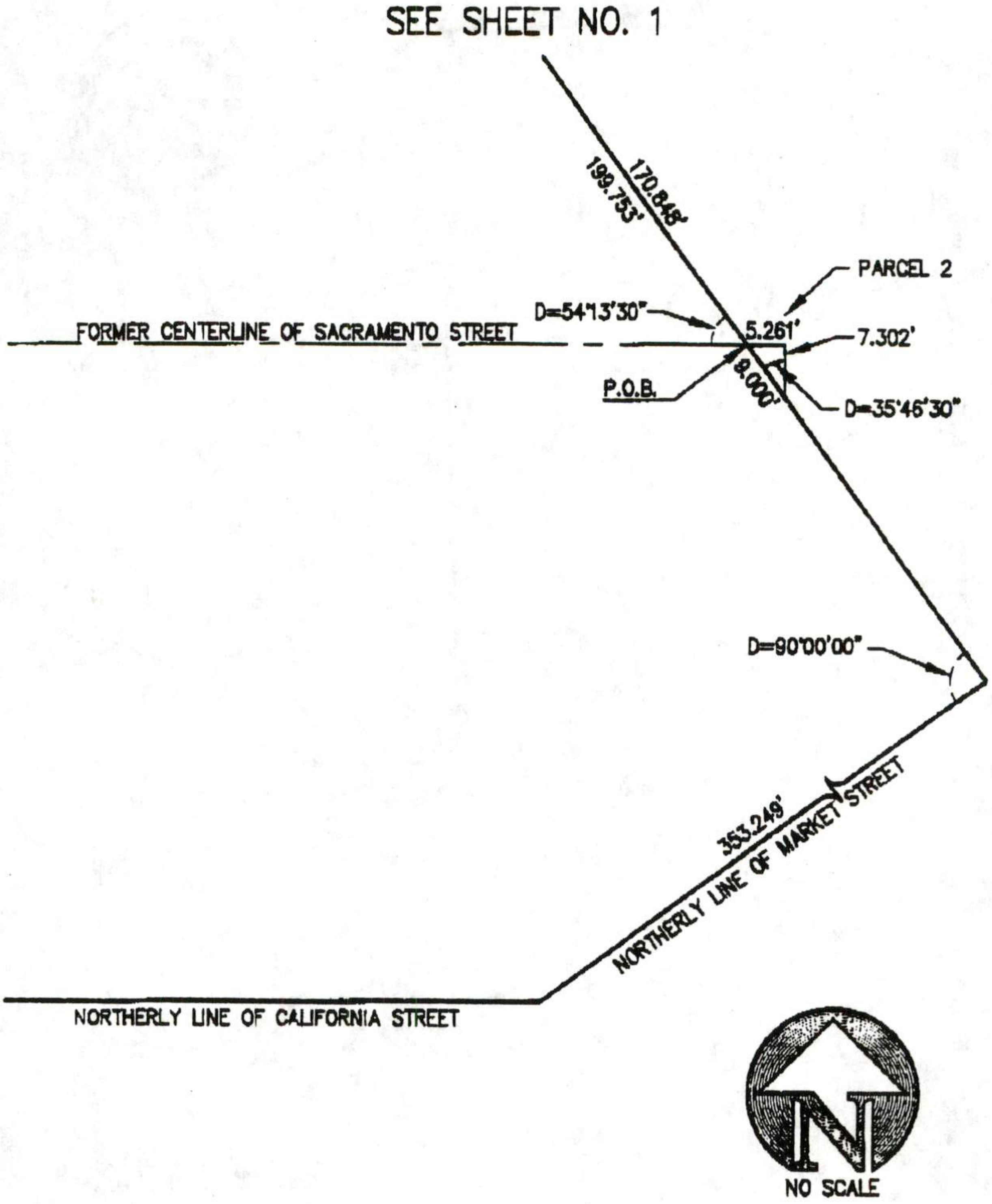
KCA ENGINEERS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

EASEMENT PLAT FOR
EMBARCADERO CENTER NO, 4
SAN FRANCISCO CALIFORNIA

DATE:
DEC 2000

1 OF 2

© COPYRIGHT 2000 KCA ENGINEERS, INC


SEE SHEET NO. 1
170.848'
199.753'
PARCEL 2
D=54'13'30"
5.261'
7.302'
FORMER CENTERLINE OF SACRAMENTO STREET
P.O.B.
8.000'
D=35'46'30"
D=90'00'00"
353.249'
NORTHERLY LINE OF MARKET STREET
NORTHERLY LINE OF CALIFORNIA STREET
N
NO SCALE

4241H

KCA ENGINEERS, INC

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

[illegible]

EASEMENT PLAT FOR
EMBARCADERO CENTER NO, 4

SAN FRANCISCO CALIFORNIA

DATE:
DEC 2000

2 of 2

© COPYRIGHT 2000 KCA ENGINEERS IN

EXHIBIT E

DRAWINGS OF REPLACEMENT STAIRCASE

(See attached.)

EXHIBIT F

MAP OF JUSTIN HERMAN PLAZA AND BELVEDERE AREAS

(See attached.)

EXHIBIT G

MAINTENANCE REQUIREMENTS

Permittee shall perform the following tasks at Justin Herman Plaza North and South and the Belvedere Areas North and South throughout the Term of the Permit.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:

- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:

- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:

- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:

- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

- **Planting and Irrigation:** Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

EXHIBIT H

FORM OF ASSUMPTION

(See attached)

RECORDING REQUESTED BY

The City and County of San Francisco

AND WHEN RECORDED MAIL TO

The Director of Property
City and County of San Francisco
25 Van Ness Avenue, Room 400
San Francisco, California 94102

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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CITY AND COUNTY OF SAN FRANCISCO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ON PROPERTY

This Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made as of the ___ day of January, 2001, by and between the City and County of San Francisco ("City" or "Covenantee"), a municipal corporation, acting by and through its Recreation and Park Commission ("Commission"), and Boston Properties L.P (referred to herein as "Covenantor").

RECITALS

This Declaration is entered into upon the following facts and understanding of the parties:

A. Covenantor is the owner of that certain property known as known as San Francisco Assessor's Block 233, Lot 44, commonly known as Four Embarcadero Plaza, San Francisco, California, and more fully described in Exhibit A and depicted in Exhibit B attached hereto ("Covenantor's Land").

B. City is the owner of that certain real property adjacent to Covenantor's Land commonly known as Justin Herman Plaza (North), more particularly described in Exhibit C and depicted in Exhibit B hereto ("City's Land").

C. Covenantor wishes to remove a circular staircase and to construct, maintain and repair a replacement staircase and to provide improved public access between Four Embarcadero Plaza and Justin Herman Plaza ("Improvements").

D. City has conferred upon Covenantor a revocable, personal, non-exclusive and non-possessory privilege ("Permit"), which is attached hereto as Exhibit D, to enter upon and use a portion of City's Land for the Improvements ("Permit Area"), as described in Exhibit E hereto, and for the sole purpose of maintaining, repairing and replacing the Improvements.

E. The parties now wish to enter into this agreement regarding the covenants, conditions and restrictions applicable to Covenantor's use of the Permit Area.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Covenant To Repair and Maintain Area and Improvements**. Covenantor shall be solely responsible for repairing and maintaining the Permit Area and the Improvements installed therein in good, clean, safe, secure, sanitary and sightly conditions, which includes, but is not limited to, free from graffiti and debris, and City shall have no duty whatsoever for any repair or maintenance of the Permit Area or any Improvements therein. Covenantor shall notify City in writing not less than five (5) days before performing any repair or maintenance work, other than routine maintenance work, in the Permit Area, except in the case of an emergency wherein Covenantor shall notify City telephonically and in writing as soon as reasonably possible.

2. **Replacement of Improvements**. Covenantor shall inspect the Permit Area regularly and shall repair or modify the Improvements as advisable in order to maintain the Permit Area or to protect City's Land. Such repair or modification shall be at Covenantor's sole cost and subject to the approvals of City as set forth below.

3. **Use of Permit Area**.

(a) **Approval of Plans and Specifications**. Before undertaking any modifications or repairs, other than routine maintenance or repairs, of the Improvements, Covenantor must prepare and submit plans and specifications (including drawings) and a work plan to the Recreation and Park Department ("Department") and must receive the Department's written approval to proceed according to the plans and specifications and work plan. The plans and specifications may be revised or amended only with prior written approval of the Department and after the Department has determined that no further environmental review is required by CEQA as a result of any such revision or amendment.

(b) **Permits and Approvals**. Before beginning any work in the Permit Area, Covenantor shall obtain any and all permits, licenses and approvals (collectively, "approvals") of all regulatory agencies and other third parties that are required to commence, complete and maintain the permitted work. Promptly upon receipt of such approvals, Covenantor shall deliver copies to the Department. Covenantor recognizes and agrees that no approval by the Department for purposes of Covenantor's work hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Covenantor's obligation to obtain all such regulatory approvals, at Covenantor's sole cost.

(c) **Exercise of Due Care**. Covenantor shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage or harm to City's property including but not limited to the Permit Area.

(d) **Work Schedule**. At least five (5) days prior to the commencement of any work on the Permit Area permitted hereunder, Covenantor shall notify the Department of the date such work shall commence and the intended construction schedule. Notwithstanding the approval of such schedule by the Department, the Department shall have the right to require Covenantor to adjust such schedule from time to time.

(e) **Approval of Work**. Covenantor shall notify City promptly of completion of any work modifying, replacing or repairing Improvements hereunder. Within 10 days of receipt of such notice City shall inspect the Permit Area and inform Covenantor in writing, whether it approves the work as executed. City's approval shall not be unreasonably withheld.

(f) **Restoration of Permit Area**. Immediately following completion of any work permitted hereunder, Covenantor shall remove all debris and any excess dirt and, with the exception of the area occupied by the Improvements, shall restore the Permit Area to its condition immediately prior to Covenantor's work hereunder, to the reasonable satisfaction of City.

(g) **Erosion Control**. Covenantor shall take all reasonable steps requested by City to minimize erosion in the Permit Area or on City's Land that is due to, or could result from, Covenantor's activities in the Permit Area or the Improvements.

(h) **As-Built Drawings/Reports**. In the event that Covenantor or its agents or consultants prepare any environmental, seismic, geophysical or other written report relating to the Permit Area and/or any work performed thereon, Covenantor shall furnish to City a complete copy of such report, including any schedules, exhibits and maps, promptly upon completion of the same.

4. **Restrictions on Use**.

(a) **Improvements**. Except for the permitted Improvements described above, Covenantor shall not construct or place any temporary or permanent structures or improvements in, on, under or about the Permit Area, nor shall Covenantor make any alterations or additions to any of existing structures or improvements on the Permit Area, unless Covenantor first obtains City's prior written consent, which City may give or withhold in its sole and absolute discretion.

(b) **Trees and Other Plantings**. Covenantor shall not plant any trees or other vegetation in or on the Permit Area, except as otherwise expressly provided herein.

(c) **Dumping**. Covenantor shall not cause, sanction, or authorize the dumping or other disposal on, under or about the Permit Area of landfill, refuse, Hazardous Material (as defined below) or any other materials that are unsightly or could pose a hazard to the human health or safety, vegetation or wildlife, or the environment. The Permit Area shall be maintained to a present clean, neat and orderly appearance by Covenantor and Covenantor shall dispose of refuse resulting from its use, including waste material, garbage and rubbish of all kinds as required by Department.

(d) **Hazardous Material**. Covenantor shall not cause, nor shall Covenantor allow any of its Agents or Invitees (as such terms are defined below) to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area, or transported to or from the Permit Area. Covenantor shall immediately notify City when Covenantor learns of, or has reason to believe that, a release of Hazardous Material has occurred in, on or about the Permit Area. Covenantor shall further comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination, caused by Permittee or its Agents or Invitees. In the event that Covenantor or its Agents or Invitees cause a release of Hazardous Material, Covenantor shall, without cost to City and in accordance with all laws and regulations, return the Permit Area to the condition immediately prior to the release. In connection therewith, Covenantor shall afford City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "Hazardous Material" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the Permit Area.

(e) **Nuisances**. Covenantor shall not conduct any activities on or about the Permit Area that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to City, to the owners or occupants of neighboring property or to the public.

(f) **Damage**. Covenantor shall use, and shall cause its Agents (as defined below) to use, due care at all times to avoid any damage to City's Land, any property of City or the Permit Area.

(g) **Use Limited to Permit Area.** Covenantor acknowledges that the privilege given by the City shall be strictly limited to the Permit Area. Covenantor shall not traverse over or otherwise use any adjoining lands of City.

5. **Duration**. The covenants, conditions and restrictions in this Declaration shall be effective immediately upon recordation, and shall terminate (the "Termination Date") only upon recordation by City of written notice of City's termination. Covenantor agrees that City may at its sole option freely terminate the covenants, conditions and restrictions in this Declaration at any time without cause or liability, and without any obligation to pay any consideration to Covenantor or return to Covenantor any part of the permit fee. Upon any such revocation, Covenantor will immediately surrender the Permit Area in the condition required hereunder in Section 10. Covenantor acknowledges and agrees that, regardless of the costs incurred by Covenantor in connection with Covenantor's use of the Permit Area and with the Improvements, City's right to terminate the covenants, conditions and restrictions in this Declaration pursuant to the terms hereof or any of City's other rights hereunder shall not in any way whatsoever be limited except as expressly set forth herein in Section 6 and Section 10.

6. **Ownership of the Improvements**. The Improvements shall be and remain Covenantor's property during the duration hereof. Upon termination hereof, Covenantor shall, upon City's request, remove the Improvements in accordance with the provisions of Section 12, unless City, at its sole option, specifies upon, or prior to, revocation that the Improvements

shall remain on the Permit Area and shall, upon revocation, become City property without compensation to Covenantor. After City assumes ownership of the Improvements, City shall remove the Improvements only after securing all required permits pursuant to the procedures set forth in the City's Building Code.

7. **Insurance**.

(a) Covenantor shall procure and keep in effect at all times during the duration hereof, at Covenantor's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area, insurance as follows:

(i) General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, and Sudden and Accidental Pollution;

(b) Covenantor shall procure and keep in effect at all times during any construction activities on the Permit Area, at Covenantor's expense, and cause its contractors and subcontractors to maintain at all times during any construction activities on the Permit Area, insurance as follows:

(i) Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable, and sudden and accidental pollution; and

(ii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than $1,000,000 each accident.

(c) All liability policies required hereunder shall provide for the following: (i) name as additional insureds, for the purpose of activities arising under this Permit, the City and County of San Francisco and its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims related to the Permit Area and Covenantor's use thereof and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required hereunder shall be limited to losses resulting from Covenantor's activities (and Covenantor's Agents and Invitees) hereunder (excluding nonnegligent aggravation of existing conditions with respect to Hazardous Materials). The comprehensive liability coverage required hereunder shall name the City and its officers, agents and employees as additional insureds in accordance with standard additional insured endorsement form CG2010 (1185).

(d) All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage to City.

(e) Prior to the effective date hereof, Covenantor shall deliver to City certificates of insurance in form and with insurers satisfactory to City, evidencing the coverage required hereunder, together with other reasonable evidence of such coverage at City's request. In the event Covenantor shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Covenantor, and the cost thereof shall be paid to City within five (5) days after delivery to Covenantor of bills therefor.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

(g) Should any of the required insurance be provided under a claims made form, Covenantor shall maintain such coverage continuously throughout the duration hereof and, without lapse, for a period of three (3) years beyond the termination, to the effect that, should any occurrences during the duration hereof give rise to claims made after termination, such claims shall be covered by such claims-made policies.

(h) Upon City's request, Covenantor and City shall periodically review the limits and types of insurance carried pursuant to this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Covenantor for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Covenantor to increase the amounts or coverage carried by Covenantor hereunder to conform to such general commercial practice.

(i) Covenantor's compliance with the provisions of this Section shall in no way relieve or decrease Covenantor's indemnification obligations hereunder or any of Covenantor's other obligations hereunder. Covenantor shall be responsible, at its expense, for separately insuring Covenantor's personal property.

8. **Compliance with Laws**. Covenantor shall, at Covenantor's expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and reasonable manner and in compliance with all laws, regulations, ordinances and orders of any governmental or other regulatory entity whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Covenantor shall, at Covenantor's sole expense, procure and maintain in force at all times during Covenantor's use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Covenantor understands and agrees that City is acting in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Covenantor further understands and agrees that no approval by City for purposes hereunder shall be deemed to constitute approval of any federal, state, City or other local regulatory authority with jurisdiction, and nothing herein shall limit Covenantor's obligation to obtain all such regulatory approvals at Covenantor's sole cost or limit in any way City's exercise of its police powers.

9. **Subordination**. The covenants, conditions and restrictions set forth in this

Declaration are and shall remain prior and superior to any mortgage, deed of trust, or other encumbrance which may now exist or hereafter be placed on or affect Covenantor's Land. Such subordination shall be self-operative. However, in the event that Covenantor has encumbered Covenantor's Land prior to the effective date hereof and any such encumbrance remains in effect, Covenantor shall provide City, prior to recordation hereof, a subordination agreement reflecting the subordination described in this Section in form and substance reasonably satisfactory to City executed by Covenantor's mortgagee or other encumbrancer. Covenantor warrants by not submitting a subordination agreement that no encumbrance of Covenantor's Land exists as of the date of recordation hereof. No violation of the covenants, conditions and restrictions set forth in this Declaration shall affect or impair the liens or rights of the holder of a mortgage, deed of trust or other encumbrance given in good faith and for value which is now or in the future recorded against the Covenantor's Land; provided, however, that any purchaser at a foreclosure sale or any other party taking title to the Covenantor's Land shall be bound by this Declaration and the covenants, conditions and restrictions set forth herein from and after the date such party acquires title to the Covenantor's Land.

10. **Surrender**. Upon the Termination Date, Covenantor shall surrender the Permit Area in good condition, order and repair, free from hazards and clear of all debris. At such time, Covenantor shall at its sole cost remove all of its property from the Permit Area permitted hereunder, including, at City's request, the Improvements and all debris associated therewith and shall repair, at Covenantor's cost, any damage to the Permit Area caused by such removal or Covenantor's use hereunder and restore the Permit Area to its condition before Covenantor's use. Upon such request from City, Covenantor shall remove the Improvements only after securing all required permits pursuant to the procedures set forth in the City's Building Code. Covenantor's obligations under this Section shall survive any termination hereof.

11. **Repair of Damage**. If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged or threatened by any of the activities conducted by Covenantor or anyone acting by or through Covenantor hereunder, Covenantor shall immediately, at its sole cost, notify City by facsimile of such damage or threat. Permittee shall remedy any and all such damage or threat and restore the Permit Area or property to its previous condition subject to City's inspection, review and approval. City may witness Permittee's repair work. If Permittee fails to remedy such damage or threat within 7 days of Permittee's notice required herein, or with 7 days of City's notice to Permittee of such damage or threat, City may, but shall not be obligated to, remedy such damage or threat at Covenantor's sole cost.

12. **Location of Utilities**. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the Permit Area. Covenantor has the sole responsibility to locate such utilities and protect them from damage. Covenantor shall arrange and pay for any necessary temporary or permanent relocation of City and public utility company facilities, subject to the prior written approval by City and any such utility companies of any such relocation. Covenantor shall be solely responsible for arranging and paying directly for any utilities or services necessary for its activities hereunder.

13. **City's Right to Cure Defaults by Covenantor**. If Covenantor fails to perform any of its obligations hereunder to restore the Permit Area, remove or alter facilities or repair damage, or if Covenantor defaults in the performance of any of its other obligations hereunder, then City may, at its sole option, remedy such failure for Covenantor's account and at Covenantor's expense by providing Covenantor with five (5) days' prior written notice of City's

intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City, and nothing herein shall imply any duty of City to do any act that Covenantor is obligated to perform. Covenantor shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Covenantor's obligations under this Section shall survive the termination hereof.

14. **No Costs to City**. Covenantor shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

15. **Indemnity**. Covenantor shall indemnify, defend and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind ("Claims"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Covenantor, its officers, employees, agents, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating to any use or activity permitted hereunder, (b) any failure by Covenantor to faithfully observe or perform any of the terms, covenants or conditions set forth in this Declaration, (c) the use of the Permit Area or any activities conducted thereon by Covenantor, its Agents or Invitees, (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Covenantor, its Agents or Invitees, on, in, under or about the Permit Area, any improvements or into the environment; except solely to the extent of Claims resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. In addition to Covenantor's obligation to indemnify City, Covenantor specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim that actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Covenantor by City and continues at all times thereafter. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area or other adjoining City property. Covenantor's obligations under this Section shall survive the expiration or other termination hereof.

16. **Waiver of Claims**.

(a) Neither City nor any of its commissions, Departments, boards, officers, agents or employees shall be liable for any damage to the property of Covenantor, its officers, Agents, Invitees employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Covenantor.

(b) Covenantor acknowledges that its permitted use of City's Land is freely revocable by City and in view of such fact, Covenantor expressly assumes the risk of making any expenditures in connection with Covenantor's use, even if such expenditures are substantial. Without limiting any indemnification obligations of Covenantor or other waivers contained herein and as a material part of the consideration for City permitting Covenantor to use City's Land, Covenantor fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right of termination hereunder.

(c) Covenantor acknowledges that it will not be a displaced person upon termination hereof, and Covenantor fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

(d) Covenantor expressly acknowledges and agrees that the fees payable hereunder do not take into account any potential liability of City for any consequential or incidental damages arising out of Covenantor's uses hereunder. Covenantor acknowledges that City would not be willing to permit Covenantor's use of City's Land in the absences of a waiver of liability for consequential or incidental damages due to the acts or omissions of City or its Agents, and Covenantor expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Covenantor or other waivers contained herein and as a material part of the consideration for Covenantor's use of City's Land, Covenantor fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against for consequential and incidental damages (including without limitation, lost profits), and covenants not to sue for such damages, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, arising out of this Declaration or Covenantor's uses of City's Land, including, without limitation, any interference with uses conducted by Covenantor, regardless of the cause, and whether or not due to the negligence of City or its Agents, except for the gross negligence and willful misconduct of City or its Agent.

(e) As part of Covenantor's agreement to accept the Permit Area in its "As Is" condition as provided below, and without limiting such agreement, Covenantor on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, City and its Agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Permit Area and any related improvements or any law or regulation applicable thereto or the suitability of the Permit Area for Covenantor's intended use.

(f) In connection with the foregoing releases, Covenantor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Covenantor acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Covenantor realizes and acknowledges that it has agreed to this Declaration in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive the Termination Date.

17. **As Is Condition of Permit Area; Disclaimer of Representations**. Covenantor accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, and subject to all applicable laws, rules and ordinances governing the use of the Permit Area. Without limiting the foregoing, this Declaration is made subject to any and all covenants, conditions, restrictions, easements, encumbrances and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey.

18. **Taxes, Assessments, Licenses, Permit Fees and Liens**. Covenantor recognizes and understands that this Declaration may create a possessory interest subject to property taxation and that Covenantor may be subject to the payment of property taxes levied on such interest under applicable law. Covenantor agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Covenantor's interest under this Declaration or use of the Permit Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Covenantor's usage of the Permit Area that may be imposed upon Covenantor by applicable law. Covenantor shall pay all of such charges when they become due and payable and before delinquency. Covenantor shall not allow or suffer a lien for any such taxes or charges to be imposed upon City's Land without promptly discharging the same. San Francisco Administrative Code Sections 23.6-1 and 23.6-2 require that the City and County of San Francisco report certain information relating to this Declaration, and any renewals thereof, to the County Assessor within sixty (60) days after any such transaction, and that Covenantor report certain information relating to any assignment of or transfer under this Declaration to the County Assessor within sixty (60) days after such assignment or transfer transaction. Covenantor agrees to provide such information as may be requested by the City to enable to City to comply with this requirement.

19. **Run With the Land**. The covenants, conditions and restrictions herein shall run with the land, and shall inure to the benefit of any successor owners of City's Land and burden any successor owners of Covenantor's Land.

20. **Notices**. Except as otherwise expressly provided herein, any notices given hereunder shall be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City &Department: San Francisco Recreation and Park Department
McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco CA 94117-1898
Attn: General Manager

with a copy to: Office of the City Attorney
City Hall, Room 234

1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Attn: Deputy City Attorney
for Recreation and Park Department matters
Fax No.: (415) 554-4747

Commission: San Francisco Recreation and Park Commission
McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco CA 94117-1898
Attn: Commission Secretary

Covenantor: Boston Properties , L.P.
Four Embarcadero Center, Lobby Level, Suite One
San Francisco CA 94111-5994
Attn: Bob Pester, Vice President

Fax No.: (415) 772-0665

or such other address with respect to either party as that party may from time to time designate by notice to the other given pursuant to the provisions of this Section.

Notices herein shall be deemed given two (2) days after the date when they shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

21. **Pesticide Prohibition.** Covenantor shall comply with the provisions of Section 39.9 of Chapter 39 of the San Francisco Administrative Code (the "Pesticide Ordinance') which (i) prohibits the use of certain pesticides on City property, and (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage, and (iii) require Covenantor to submit to the Recreation and Park Department an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Covenantor may need to apply to the Permit Area, (b) describes the steps Covenantor will take to meet the City's IPM Policy described in Section 39.1 of the Pesticide Ordinance, and (c) identifies, by name, title, address and telephone number, an individual to act as the Covenantor's primary IPM contact person with the City. In addition, Covenantor shall comply with the requirements of Section 39.4(a) and 39.4(b) of the Pesticide Ordinance.

22. **General Provisions**. (a) This Declaration may be amended or modified only by a writing signed by City and Covenantor. (b) No waiver by any party of any of the provisions set forth herein shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the General Manager of the Recreation and Park Department or his or her designee unless otherwise indicated. (d) The section and other headings of this Declaration are for convenience of reference only and shall be disregarded in the interpretation of this Declaration. (e) Time is of the essence. (f) This Declaration shall be governed by California law and City's Charter. (g) If Covenantor consists of more than one

person then the obligations of each person shall be joint and several. (h) All of the exhibits hereto are incorporated herein.

Covenantor represents and warrants to City that he has read and understands the contents of this Declaration and agrees to comply with and be bound by all of its provisions.

COVENANTOR:

By: ____________________________ Date: ______________________
Bob Pester, Vice President

STATE OF _______________)
)ss:
COUNTY OF ______________________)

On this ______ day of _________________, 2000, before me, ______________________________, a Notary Public in and for said County and State, personally appeared ______________________________, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public

CITY:

CITY AND COUNTY OF SAN FRANCISCO

By: ____________________________ Date: ______________________
General Manager
Recreation and Park Department

APPROVED:

Approved by Resolution No. ________ of the
San Francisco Recreation and Park Commission

____
Margaret McArthur
Secretary, Recreation and Park Commission

STATE OF _______________)
)ss:
COUNTY OF _____________________)

On this ______ day of ________________, 2000, before me, ______________________________, a Notary Public in and for said County and State, personally appeared ________________________________, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

____
Notary Public

APPROVED AS TO FORM:
LOUISE RENNE, City Attorney

By: ____________________________ Date: ______________________
Deputy City Attorney

EXHIBIT A

DESCRIPTION OF COVENANTOR'S LAND

All that certain real property located in the City and County of San Francisco, California, described as follows:

All that certain real property located in the City and County of San Francisco, California, described as follows:

Beginning at the point of intersection of the former center line of Sacramento Street, as said Street existed prior to vacation thereof by Resolution No. 203-67, adopted by the Board of Supervisors on March 20, 1967 and approved by the Mayor on March 27, 1967with a line drawn northwesterly at a right angle to the northwesterly line of Market Street from a point distant thereon 353.249 feet northeasterly from the northerly line of California Street; running thence northwesterly along the northwesterly extension of said line drawn at a right angle to Market Street from said point, a distance of 199.753 feet to its intersection with a line drawn southerly at a right angle to the southerly line of Clay Street from a point distant thereon 210.949 feet easterly from the easterly line of Drumm Street; thence northerly along last said line so drawn 137.50 feet to the southerly line of Clay Street; thence at a right angle westerly along said southerly line of Clay Street 210.949 feet to the present easterly line of Drumm Street, as said Drumm street is shown on that certain map entitled, "Map showing the widening of Drumm Street from Jackson Street to California Street and Washington Street from Drumm Street to the Embarcadero," filed December 1, 1977, in Map Book "W" at page 93; thence at a right angle southerly and along said easterly line of Drumm Street 299.563 feet to the said former center line of Sacramento Street; thence easterly along said former center line of Sacramento Street 327.725 feet to the point of beginning.

Being a portion of 50 Vara Block "C", also known as a portion of Assessor's Block 233, and portions of Commercial Street and Sacramento Street now vacated as per "Record of Survey Map of the Golden Gateway," recorded September 29, 1961, in Book "I" of maps, at pages 22,23 and 24 in the Office of the Recorder of the City and County of San Francisco, State of California.

Excepting from that portion thereof lying within the lines of former Sacramento Street and former commercial street, all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, together with the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine and remove such deposits of other minerals, subject to the provision that the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals, shall be with the consent of the Grantee and shall not disturb the surface, or the ground within 100 feet of the surface of the real property conveyed, as reserved in quitclaim deed dated June 20, 1962, from the State of California to the Redevelopment Agency of the City and County of San Francisco, Recorded June 25, 1962 in Book A439, Page 955, Series No. 102734, Official Records

Also being a portion of what is currently known as Assessor's Block 233 Lot 44.

EXHIBIT B

MAP SHOWING COVENANTOR'S AND CITY'S LAND

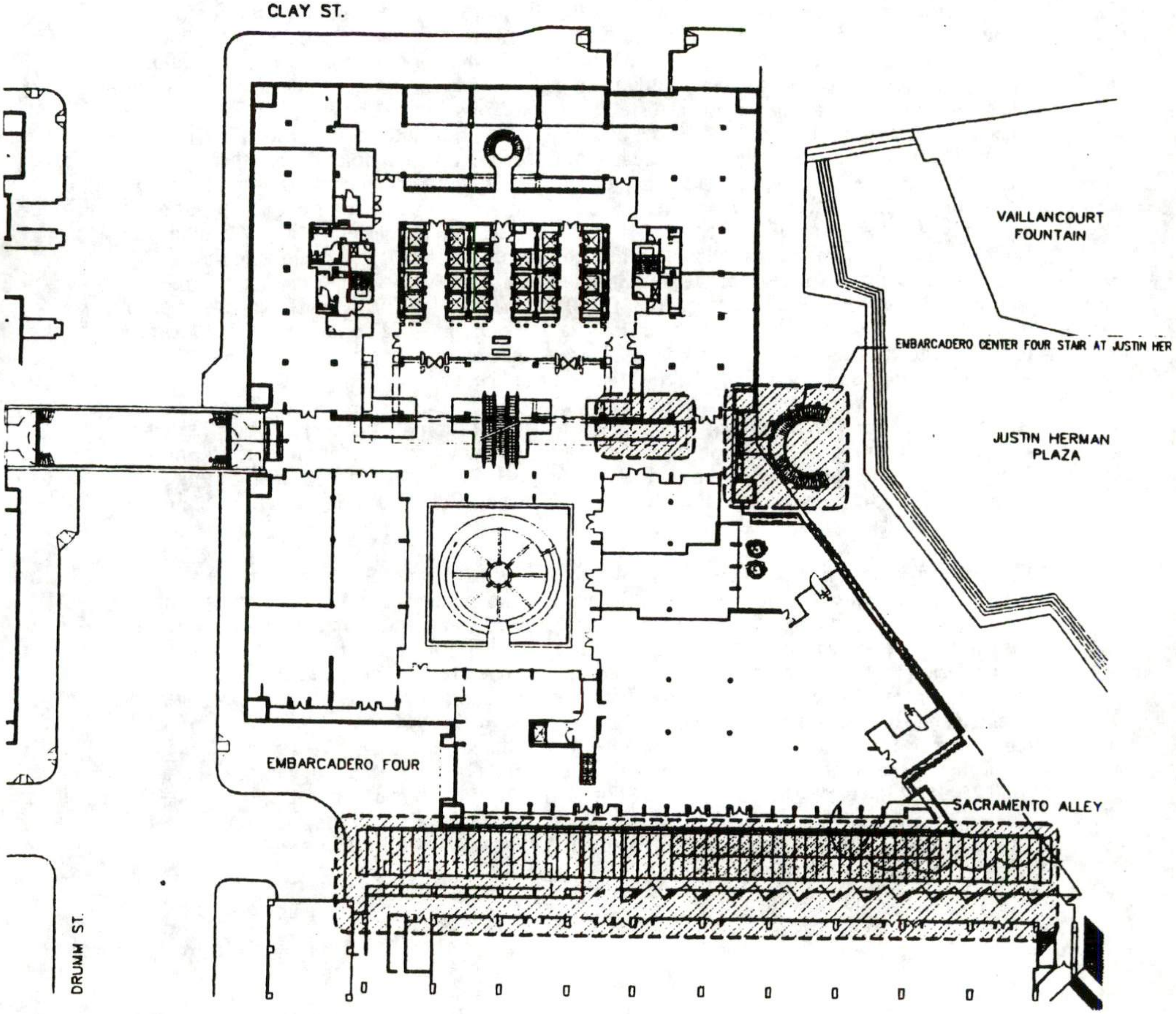

CLAY ST.
VAILLANCOURT FOUNTAIN
EMBARCADERO CENTER FOUR STAIR AT JUSTIN HER
JUSTIN HERMAN PLAZA
EMBARCADERO FOUR
SACRAMENTO ALLEY
DRUMM ST.

EXHIBIT C

DESCRIPTION OF CITY'S LAND

All that certain real property located in the City and County of San Francisco, California, described as follows:

Beginning at a point on the northwesterly line of Market Street, distant thereon 353.249 feet northeasterly from the northerly line of California Street, as said streets and shown on that certain map entitled, "Record of Survey Map of the Golden Gateway," recorded September 29, 1961, in Book "T" of the City and County of San Francisco, State of California; running thence northwesterly at a right angle to said line of Market Street 314.444 feet, more or less, to a line drawn southerly at a right angle to the northerly line of Clay Street from a point distant thereon 236.199 feet easterly from the easterly line of Drumm Street; thence northerly along said line so drawn 186.625 feet to the northerly line of Clay Street; thence easterly along said northerly line of Clay Street 191.114 feet to the intersection thereof with a line drawn southerly at a right angle to the northerly line of Merchant Street from the point of intersection of said line of Merchant Street with the northeasterly boundary line of 50 Vara Block "D", as said block is shown on the above referenced map; thence at a right angle southerly along said line so drawn to the point of intersection thereof with a line drawn from the southeasterly corner of 50 Vara Block "D" to the northeasterly corner of 50 Vara Block "C"; thence southeasterly along last said boundary line and its extension southeasterly and along the northeasterly boundary line of 100 Vara Block No. 317, as shown on said map 745.728 feet, more or less, to a line drawn parallel with the perpendicularly distant 250 feet northwesterly from the northwesterly line of Mission Street; thence southwesterly along last said line so drawn 137.50 feet to the northeasterly line of Steuart Street; thence northwesterly along said line of Steuart Street and its extension northwesterly 420.333 feet, more or less, to the northwesterly line of Market Street; thence southwesterly along said line of Market Street 82.50 feet to the point of beginning.

Being portions of 50 Vara Blocks "A" and "C" and a portion of 100 Vara Block No. 317, and also portions of Clay Street, Commercial street, Sacramento Street and Market Street, all as shown on "Record of Survey Map of the Golden Gateway," herein above referred to.

Excepting therefrom all that portions thereof described as follows:

Beginning at a point on the southwesterly line of the Embarcadero, distant thereon 137 feet and 6 inches southeasterly from the southeasterly line of Market Street, as the same are shown on that map herein above referred to; running thence southeasterly along said line of the Embarcadero 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches; thence at a right angle southwesterly 137 feet and 6 inches to the northeasterly line of Steuart Street; thence at a right angle northwesterly along said line of Steuart Street 137 feet and 6 inches; thence at a right angle northeasterly 137 feet and 6 inches to the point of beginning.

Being a portion of 100 Vara Block No. 317.

Also excepting from those portions thereof lying within former Clay Street, Commercial street, Sacramento Street and Market Street (all now vacated), all oil, gas, oil shale, coal, phosphate, sodium, gold, silver and all other mineral deposits, together with the right to drill for and extract such deposits of oil and gas, or gas, and to prospect for, mine, and remove such deposits of other minerals from said portions, as reserved in the Quitclaim Deed from the State of California to the San Francisco Redevelopment Agency, dated June 20, 1962, recorded June 25, 1962, in Book A-439, page 955, Official Records of the City and County of San Francisco and in the Quitclaim Deed by and between the same parties, dated December 16, 1966, recorded February 10, 1967, in Book B-117 of Official Records, at page 159, in said County Recorder's Office.

Also being a portion of what is currently known as Assessor's Block 233 Lot 35.

EXHIBIT D

PERMIT

(see following pages)

PARCEL 1

THAT PORTION OF A CIRCULAR PARCEL OF LAND HAVING A RADIUS OF 24.00 FEET LYING EASTERLY OF THE FOLLOWING DESCRIBED PROPERTY LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER CENTER LINE OF SACRAMENTO STREET, AS SAID STREET EXISTED PRIOR TO VACATION THEREOF BY RESOLUTION NO. 203-67, ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 WITH A LINE DRAWN NORTHWESTERLY AT A RIGHT ANGLE TO THE NORTHWESTERLY LINE OF MARKET STREET FROM A POINT DISTANT THEREON 353.249 FEET NORTHEASTERLY FROM THE NORTHERLY LINE OF CALIFORNIA STREET; RUNNING THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY EXTENSION OF SAID LINE DRAWN AT A RIGHT ANGLE TO MARKET STREET FROM SAID POINT, A DISTANCE OF 199.753 FEET TO ITS INTERSECTION WITH A LINE DRAWN SOUTHERLY AT A RIGHT ANGLE TO THE SOUTHERLY LINE OF CLAY STREET FROM A POINT DISTANT THEREON 210.949 FEET EASTERLY FROM THE EASTERLY LINE OF DRUMM STREET; THENCE NORTHERLY ALONG LAST SAID LINE SO DRAWN 137.50 FEET TO THE SOUTHERLY LINE OF CLAY STREET AND THE TERMINUS OF THE SAID PROPERTY LINE.

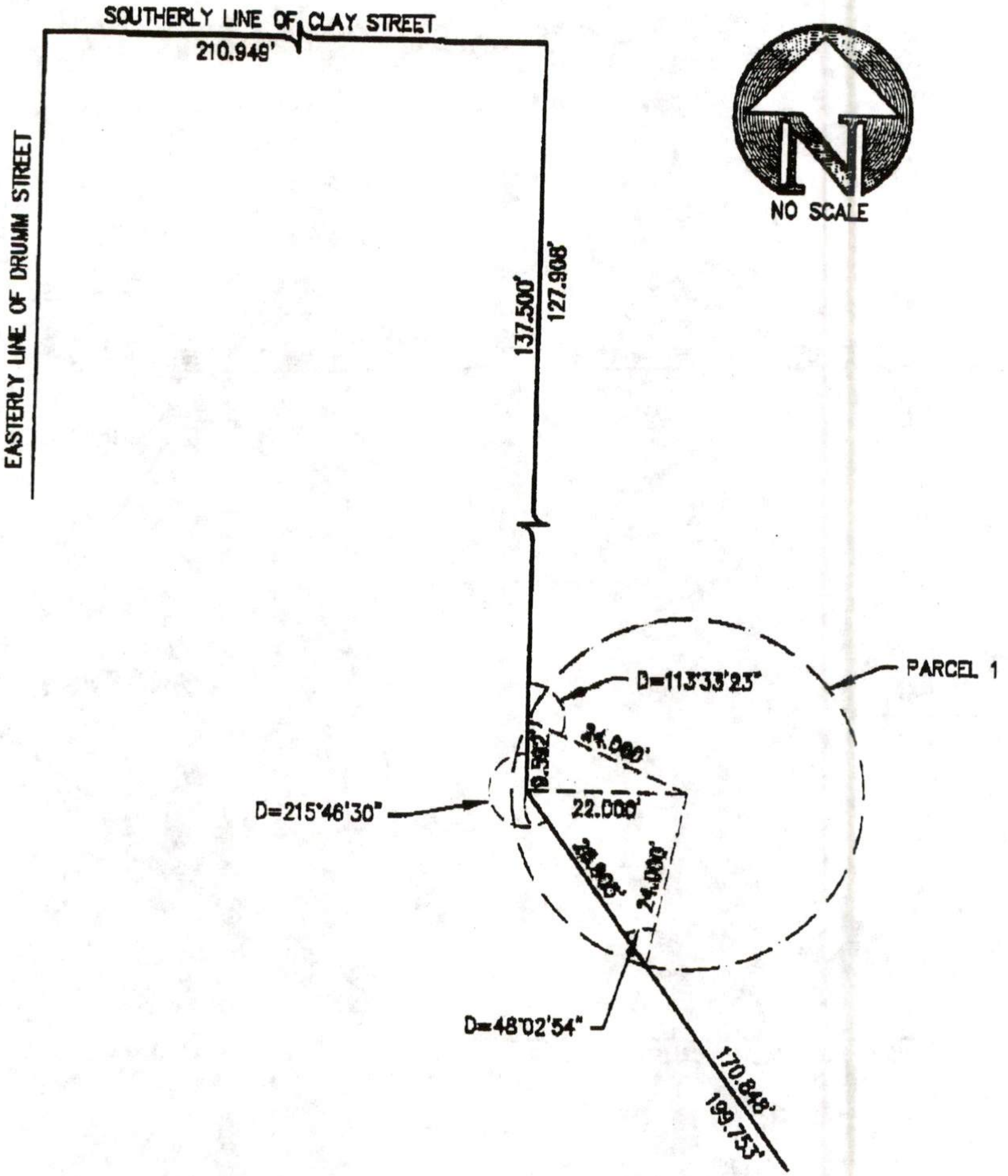
THE RADIUS POINT FOR THE CIRCLE HAVING A RADIUS OF 24.00 FEET IS LOCATED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER CENTER LINE OF SACRAMENTO STREET, AS SAID STREET EXISTED PRIOR TO VACATION THEREOF BY RESOLUTION NO. 203-67, ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 WITH A LINE DRAWN NORTHWESTERLY AT A RIGHT ANGLE TO THE NORTHWESTERLY LINE OF MARKET STREET FROM A POINT DISTANT THEREON 353.249 FEET NORTHEASTERLY FROM THE NORTHERLY LINE OF CALIFORNIA STREET; RUNNING THENCE NORTHWESTERLY ALONG THE NORTHWESTERLY EXTENSION OF SAID LINE DRAWN AT A RIGHT ANGLE TO MARKET STREET FROM SAID POINT, A DISTANCE OF 199.753 FEET TO ITS INTERSECTION WITH A LINE DRAWN SOUTHERLY AT A RIGHT ANGLE TO THE SOUTHERLY LINE OF CLAY STREET FROM A POINT DISTANT THEREON 210.949 FEET EASTERLY FROM THE EASTERLY LINE OF DRUMM STREET;THENCE EASTERLY PARALLEL WITH THE SOUTHERLY LINE OF CLAY STREET 22.000 FEET TO THE RADIUS POINT.

PARCEL 2

BEGINNING AT THE POINT OF INTERSECTION OF THE FORMER CENTER LINE OF SACRAMENTO STREET, AS SAID STREET EXISTED PRIOR TO VACATION THEREOF BY RESOLUTION NO. 203-67, ADOPTED BY THE BOARD OF SUPERVISORS ON MARCH 20, 1967 AND APPROVED BY THE MAYOR ON MARCH 27, 1967 WITH A LINE DRAWN NORTHWESTERLY AT A RIGHT ANGLE TO THE NORTHWESTERLY LINE OF MARKET STREET FROM A POINT DISTANT THEREON 353.249 FEET NORTHEASTERLY FROM THE NORTHERLY LINE OF CALIFORNIA STREET; RUNNING THENCE SOUTHEASTERLY ALONG SAID LINE DRAWN AT A RIGHT ANGLE TO MARKET STREET FROM SAID POINT, A DISTANCE OF 9.00 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID FORMER CENTER LINE A DISTANCE OF 7.302 FEET TO SAID FORMER CENTER LINE; THENCE WESTERLY ALONG SAID FORMER CENTER LINE A DISTANCE OF 5.261 FEET TO THE POINT OF BEGINNING.

4241 H
Dec 20, 2000


SOUTHERLY LINE OF CLAY STREET
210.949'
EASTERLY LINE OF DRUMM STREET
137.500'
127.908'
NO SCALE
N
PARCEL 1
D=113°33'23"
24.000'
9.592'
D=215°46'30"
22.000'
28.905'
24.000'
D=48°02'54"
170.848'
199.753'

SEE SHEET NO. 2

4241H

KCA ENGINEERS, INC.

CONSULTING ENGINEERS • SURVEYORS • PLANNERS

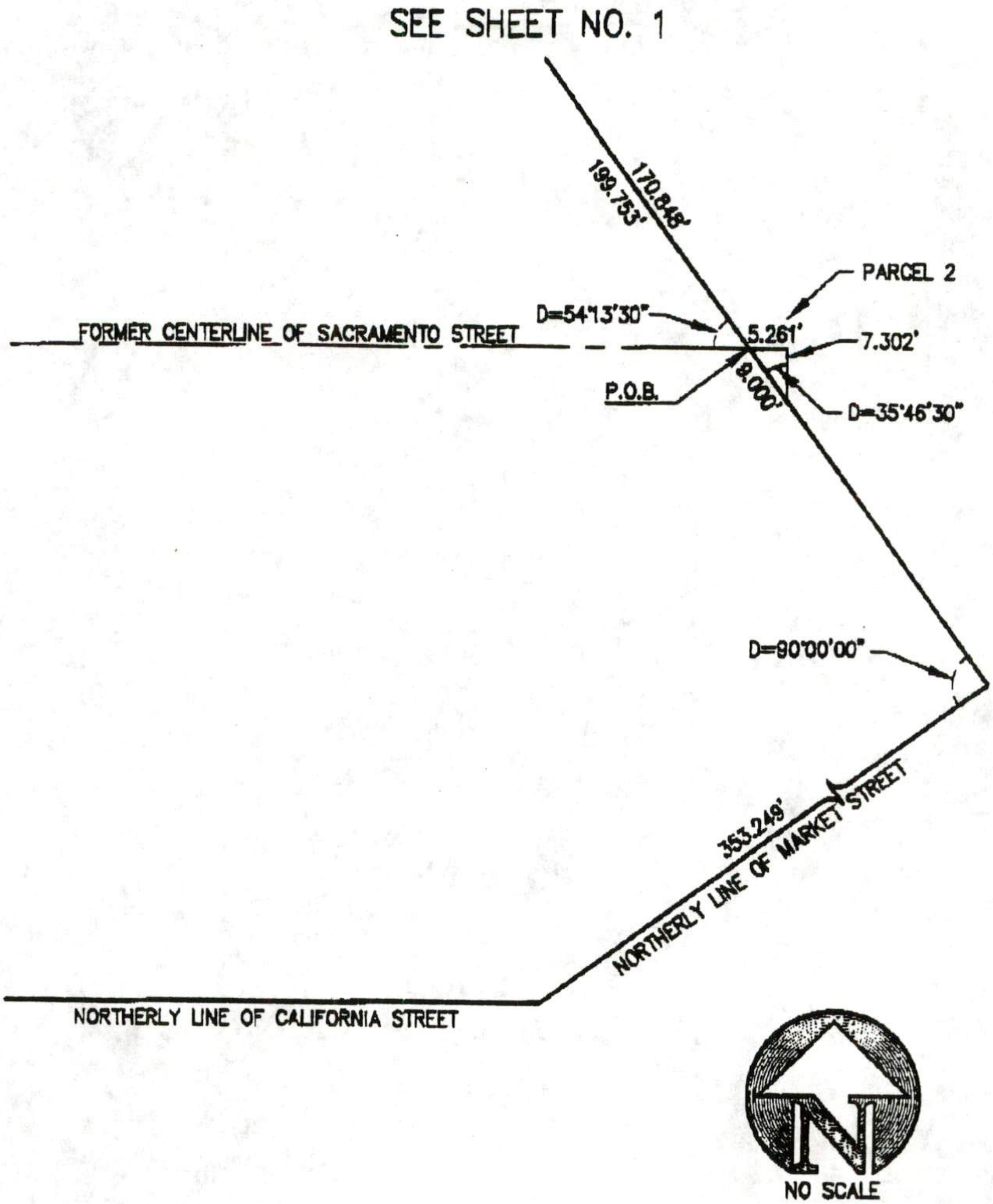
EASEMENT PLAT FOR
EMBARCADERO CENTER NO, 4

SAN FRANCISCO CALIFORNIA

DATE:
DEC 2000

1 OF 2

© COPYRIGHT 2000 KCA ENGINEERS, INC


SEE SHEET NO. 1
170.848'
199.753'
PARCEL 2
D=54°13'30"
FORMER CENTERLINE OF SACRAMENTO STREET
5.261'
7.302'
P.O.B.
8.000'
D=35°46'30"
D=90°00'00"
353.249'
NORTHERLY LINE OF MARKET STREET
NORTHERLY LINE OF CALIFORNIA STREET
N
NO SCALE

4241H

KCA ENGINEERS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
[illegible]

EASEMENT PLAT FOR
EMBARCADERO CENTER NO. 4
SAN FRANCISCO CALIFORNIA

DATE:
DEC 2000

2 OF 2

© COPYRIGHT 2000 KCA ENGINEERS INC

EXHIBIT E

DESCRIPTION OF PERMIT AREA

(see attached)

City and County of San Francisco **Recreation and Park Department**

December 21, 2000 *[DRAFT]*

MAINTENANCE AGREEMENT
Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving including power washing and graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, power washing, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

- **Planting and Irrigation:** Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, 4ECV shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

______________________________ ____________
Elizabeth Goldstein, General Manager Date
San Francisco Recreation & Park Department

______________________________ ____________
Bonnie Pybus, Manager Date
Four Embarcadero Center Venture

Boston Properties

BOSTON, MA
NEW YORK, NY
PRINCETON, NJ
SAN FRANCISCO, CA
WASHINGTON, D.C.

July 12, 1999

Ms. Jennifer O'Connor
City and County of San Francisco
Department of Public Works Project Management
30 Van Ness Avenue, 5th Floor
San Francisco, CA 94102

RE: JUSTIN HERMAN PLAZA MAINTENANCE AGREEMENT DRAFT

Dear Jenny:

We have reviewed the June 24, 1999 draft of the Maintenance Agreement and have the following comments and questions:

1. Indicate on the map the area that is 'JHP North'.
2. Indicate on the map where the debris boxes will be placed at north and/or south end of the Plaza. These debris boxes are used to deposit trash from the trash receptacles in the JHP North and South areas.
3. Indicate on the map where the water sources are for hookup of the power washing hoses.
4. **Section C.2:** BP/EC will not be providing janitorial services in the Belvedere areas or emptying the trash in these areas. Where will the trash be deposited from the receptacles in the Belvedere areas? As BP/EC currently pays for the debris boxes required for trash from the receptacles in the JHP North and South areas, an increase of trash would result in the need for additional boxes. Cost for additional debris boxes must be borne by others.
5. **Section D. 2:** Revise to reflect (4) Gingkos and (6) Elms. Also include statement that Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops.
6. **Section D.5:** Revise to reflect (7) Gingkos.

7. Provide an irrigation layout to include location of irrigation clock.

I've enclosed a copy of the edited June 24, 1999 Maintenance Agreement and a map for your reference.

Sincerely,

Bonnie S. Pybus, RPA
Property Manager
Three and Four Embarcadero Center

Enclosures

xc: Holly Kerl, Boston Properties
Deborah Learner, S.F. Recreation & Park Department

City and County of San Francisco

Department of Public Works
Project Management

June 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The Boston Properties/Embarcadero Center (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by BLHP. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt,

high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

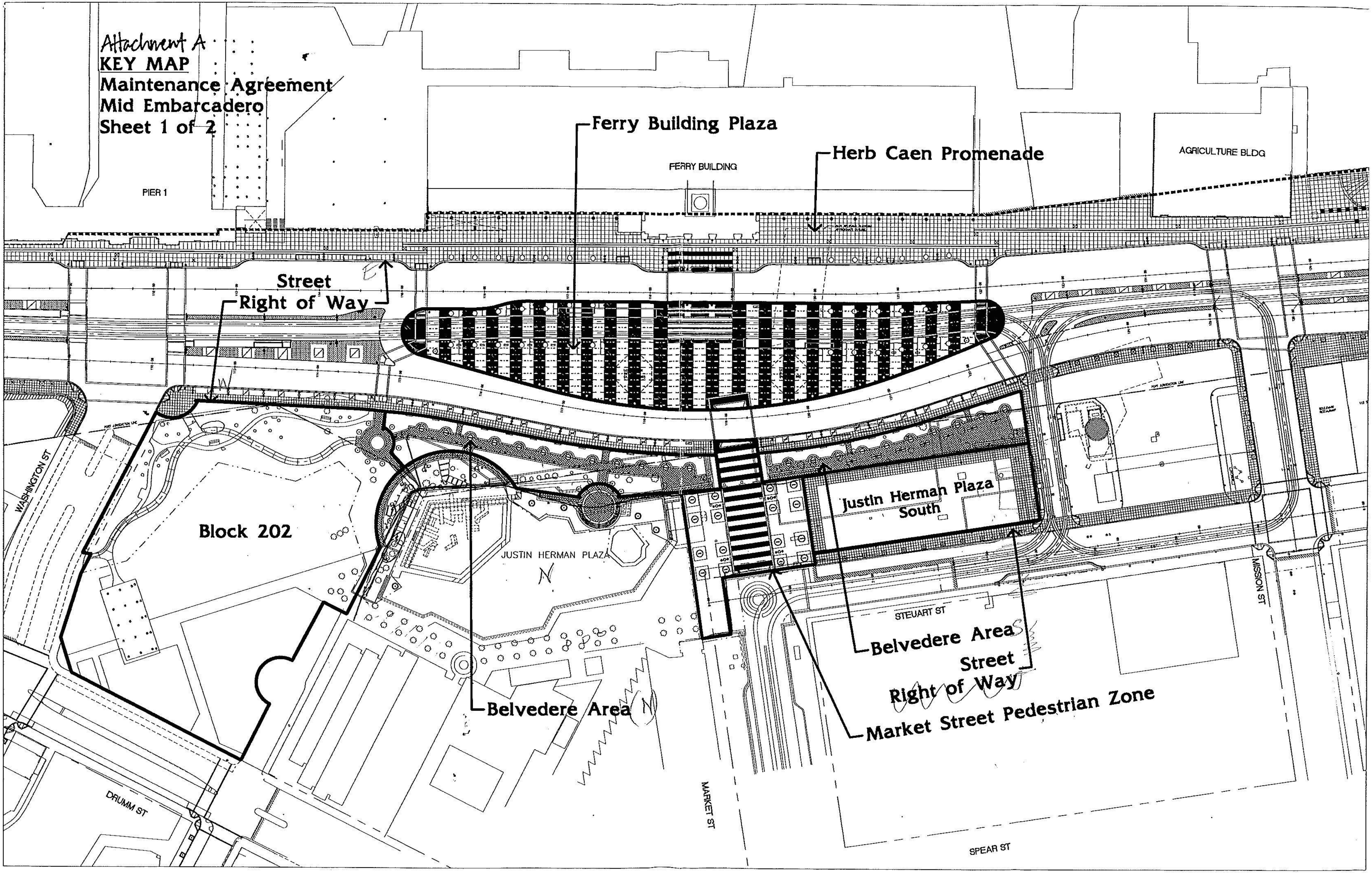
1. Sidewalks
   Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.

* indicate on map JHP north

3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. *Belvedere paving shall be maintained by Rec/Park ~~or BP/EC~~.* Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Parcel 202
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. *Trash receptacles in the North and South Belvedere shall be emptied ~~by BP/EC~~ and replaced by DPW.* Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC. ?
3. Ferry Building Plaza



Attachment A

KEY MAP

Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2

PIER 1
FERRY BUILDING
AGRICULTURE BLDG
Ferry Building Plaza
Herb Caen Promenade
Street Right of Way
E
W
WASHINGTON ST
Block 202
JUSTIN HERMAN PLAZA
N
Justin Herman Plaza South
STEUART ST
MISSION ST
Belvedere Area
S
Street Right of Way
Market Street Pedestrian Zone
Belvedere Area
N
MARKET ST
DRUMM ST
SPEAR ST

Date: 6/25/99
Sender: "John O'Connor" <jmpoconnor@compuserve.com>
To: Deborah Learner
cc: Judith Mosqueda, Fernando Cisneros, Bonnie Pybus <bpybus@bostonproperties.com>
Priority: Normal
Subject: Mid-Embarcadero/Justin Herman Plaza maintenance agreement

Hi Deborah,

The staff at Boston Properties has reviewed the draft maintenance agreement and City staff's responses to their outstanding concerns regarding the area. There are a few outstanding maintenance items in Justin Herman Plaza that need to be agreed on before the agreement can be signed.

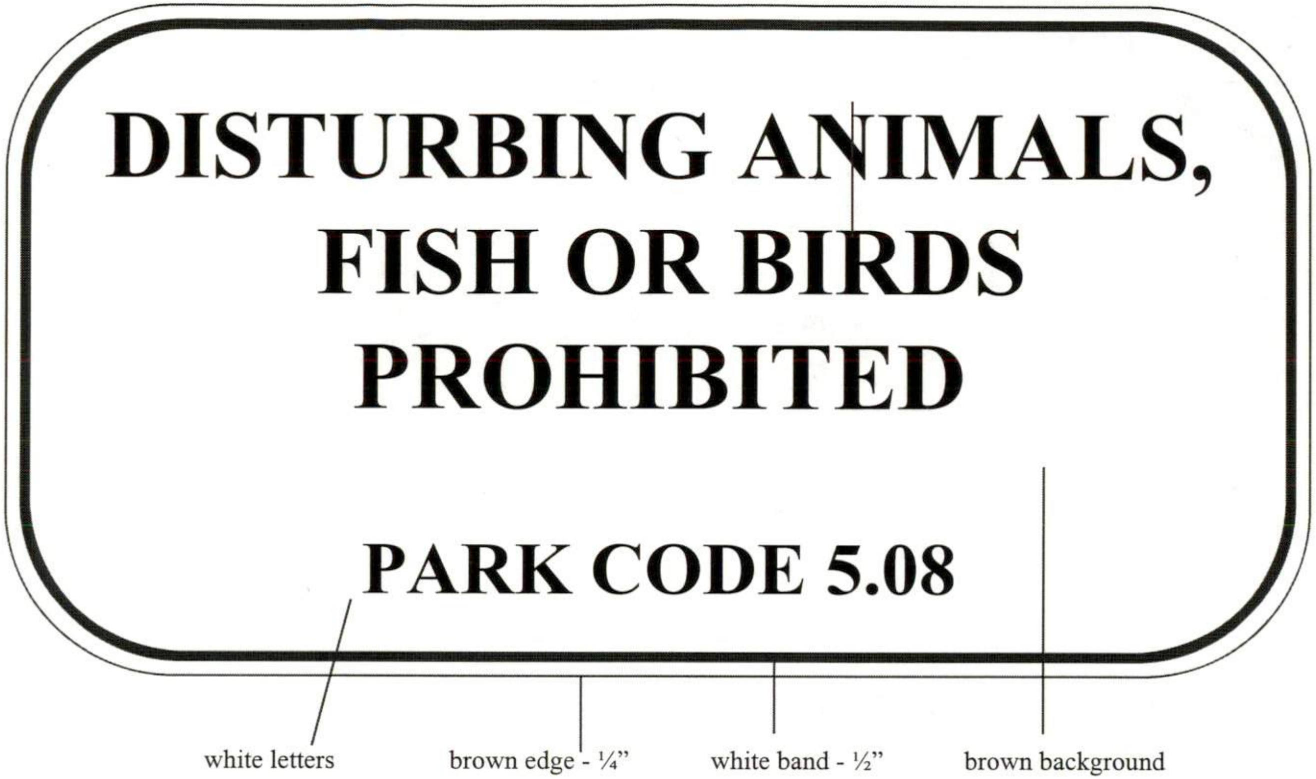
The maintenance of the Belvedere area is still under consideration by the Boston Properties staff. This maintenance includes the sweeping, cleaning and policing of the Belvedere seating area. Also, the final configuration of the JHP south lawn area has to be confirmed.

Once the maintenance agreement is finalized, Bonnie Pybus will be updating the Boston Properties service agreement to reflect their new responsibilities.

In order to keep moving on finalizing the agreement, I am suggesting that we meet with the Boston Properties staff to discuss the outstanding maintenance items and the service agreement. I will be out-of-town during the month of July. If you want to meet during July, please include someone from DPW (Judi Mosqueda or Fernando Cisneros) in the meeting. Otherwise, I'll set up a meeting in early August when I am back at work.

Thanks for your continued assistance.

Jenny


DISTURBING ANIMALS,
FISH OR BIRDS
PROHIBITED
PARK CODE 5.08
white letters
brown edge - ¼”
white band - ½”
brown background

Specifications: Park Sign

Sign Dimensions:
height :_____ length: ______
letter _______
line _______

Material:
☐ aluminum _________
thickness (standard) ______
☐ plywood _________
thickness ______
☐ other ________

Corners:
☐ rounded
radius ________
☐ squared

Colors:
lettering __white____
background __brown____
symbol/graphic _________
lines _______
other ________

Engineering Reflective Grade:
☐ yes (standard)
☐ no

Type/Stroke:
☐ A thinner
☐ B medium
☐ C thick - Standard Highway Font

Quantity: _________

Date: 6/25/99
Sender: "John O'Connor" <jmpoconnor@compuserve.com>
To: Deborah Learner
Priority: Normal
Subject: Re: Mid-Embarcadero/Justin Herman Plaza maintenance agreemen

Deborah,

I'm forwarding on the response from Bonnie Pybus regarding the Belvedere area in Justin Herman Plaza. This is the one area that our DPW maintenance superintendents have said that they can't take care of. Will Rec/Park staff do this work?

I'd like to talk to you about this before I respond to Bonnie's request to talk next week. Please give me a call (664-9609) or e-mail me on Monday.

Thanks,

Jenny

-------------Forwarded Message-----------------

From: INTERNET:Bonnie_Pybus@bostonproperties.com,
INTERNET:Bonnie_Pybus@bostonproperties.com
To: "John O'Connor", jmpoconnor

CC: , INTERNET:Steve_Colvin@bostonproperties.com
, INTERNET:Maria_Damato-Jay@bostonproperties.com
, INTERNET:Holly_Kerl@bostonproperties.com

Date: 6/25/99 9:36 AM

RE: Re: Mid-Embarcadero/Justin Herman Plaza maintenance agreement

Jenny, our review of the Belvedere area indicates this area will need to be cleaned by others due to our projection of the increased cleaning requirements. For your information, based on our experience, the added terrain of this area will require additional cleaning labor as follows:

Expecting pedestrian traffic in this area seven days/week, heaviest Monday through Friday, it will requiring policing at least 4-5 times a day to sweep, damp mop, pickup debris, empty trash (are there trash cans proposed in this area to empty?). In addition the area will need to be hosed once a week requiring approximately 3 hours to transport equipment to and from site, i.e., hoses, safety cones, etc. (possible OT required to hose prior to +/- 6:00am to allow ferry traffic to safely use this area).

Using a rate of $20.00 per hour, weekly costs estimated to be:

- 3-4 hours/day, seven days week = $420-560 week to police
- 3 hours/day, one day week - $60/week or if OT requirement $90/week

These estimates I believe to be conservative and based on our experience with the original layout of the J. H. Plaza and the pedestrian traffic it had. These new areas may provide for an increase in traffic and therefore and increase in cleaning requirements.

Holly has taken the landscaping materials home with her to review and will have comments next Tuesday or Wednesday.

If you can, let's have a conference call next week to discuss our plan of action. I am reviewing the Boston Properties service agreement and feel that the final maintenance agreement can simply be attached to it. Of course, Parks and Rec will have to sign it, so perhaps it can be reviewed for legalese, format, etc by someone the individual from Parks and Rec who will be signing it??

Thanks,

Bonnie

```
---------------------- Internet Header -------------------------------
Sender: Bonnie_Pybus@bostonproperties.com
Received: from bostonproperties.com (smtp.bostonproperties.com [63.64.0.131])
        by hpdmgaaa.compuserve.com (8.8.8/8.8.8/HP-1.5) with SMTP id MAA29374
        for <jmpoconnor@compuserve.com>; Fri, 25 Jun 1999 12:36:41 -0400 (EDT)
From: Bonnie_Pybus@bostonproperties.com
Received: by bostonproperties.com(Lotus SMTP MTA v4.6.2  (693.3 8-11-1998))
id
8525679B.005B890D ; Fri, 25 Jun 1999 12:39:48 -0400
X-Lotus-FromDomain: BXP@BXPWEB
To: "John O'Connor" <jmpoconnor@compuserve.com>
cc: Holly_Kerl@bostonproperties.com, Maria_Damato-Jay@bostonproperties.com,
        Steve_Colvin@bostonproperties.com
Message-ID: <8525679B.005B874D.00@bostonproperties.com>
Date: Fri, 25 Jun 1999 09:31:47 -0700
Subject: Re: Mid-Embarcadero/Justin Herman Plaza maintenance agreement
Mime-Version: 1.0
Content-type: text/plain; charset=us-ascii
Content-Disposition: inline
```

City and County of San Francisco **Recreation and Park Department**

NOTICE OF MEETING

MARINA SMALL CRAFT HARBOR ADVISORY COMMITTEE

Monday, June 14, 1999 at 6:30PM

Commission Room, McLaren Lodge

Fell & Stanyan Streets, Golden Gate Park

AGENDA

1. Roll Call
2. Approval of Minutes
3. Harbor Master / Staff Reports
4. Sub-Committee Reports
5. New Business

June 3,1999

Dear Committee Members,

In case you didn't know, Gary Davis has resigned and is gone!

It was nice to get home after last month's meeting while it was still light outside. Let's see if we can do it again this month.

Please call me at 415-921-3610 if you will be unable to attend.

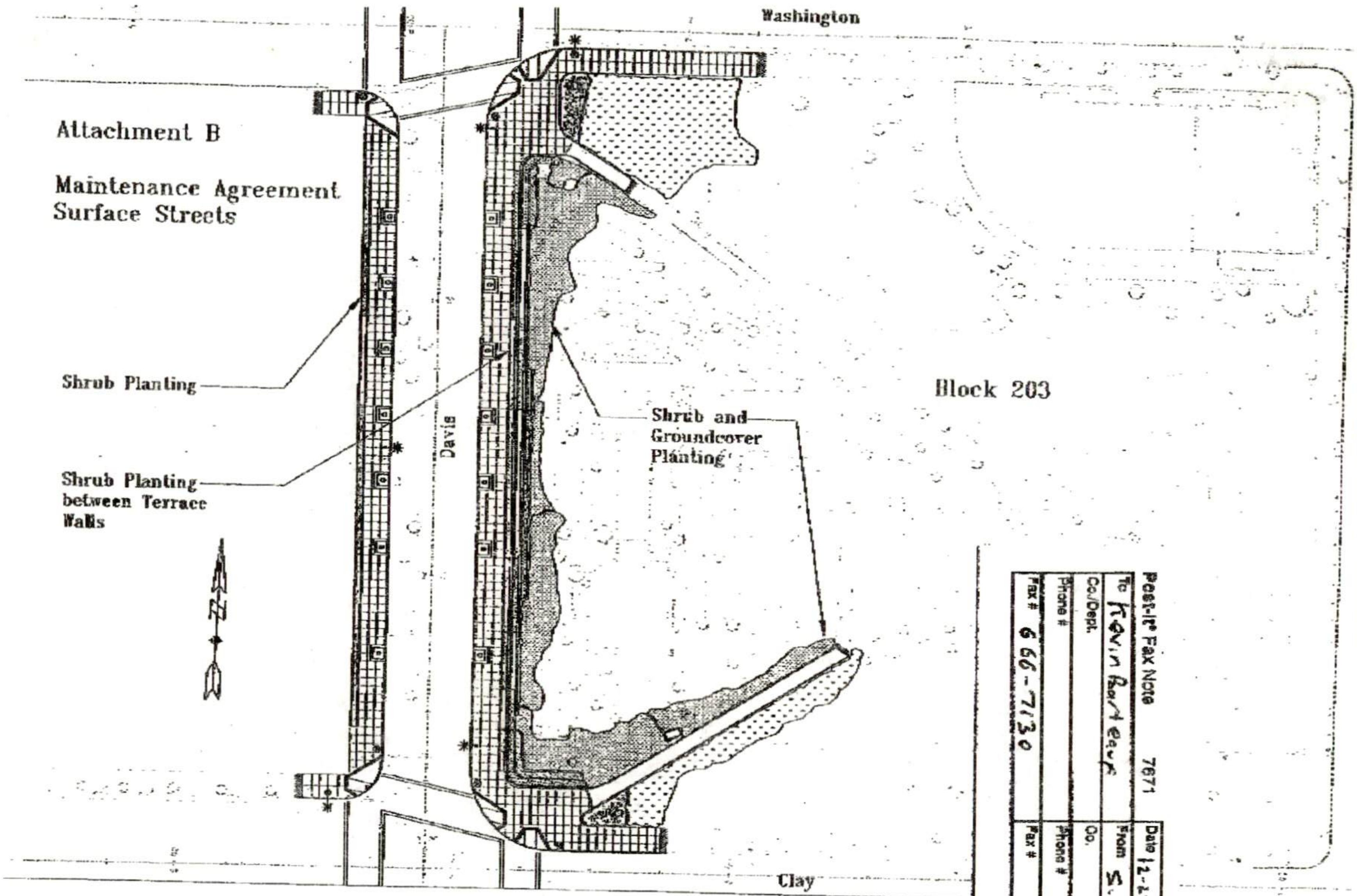
Thanks,
Courtney Clarkson, Committee Chair

enclosures: none

FAX: (415) 668-3330
McLaren Lodge, Golden Gate Park Information: (415) 666-7200 San Francisco 94117

Attachment B

Maintenance Agreement Surface Streets


Washington
Shrub Planting
Shrub Planting between Terrace Walls
Davis
Shrub and Groundcover Planting
Block 203
Clay

Post-it® Fax Note 7671

Date 12-27-99	# of pages ▶ 1
To Kevin Barteaux	From S. O'Sullivan
Co./Dept.	Co.
Phone #	Phone #
Fax # 666-7130	Fax #

City and County of San Francisco **Department of Public Works**
Project Management

December 27, 1999 DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension and
Surface Street and Transit Improvements Project

Parties to this Agreement:

The Department of Public Works (DPW); Recreation and Park Department (Rec/Park); and the Port of San Francisco (the Port).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project and Surface Street and Transit Improvements Project. See Attachments A and B for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street
   Maintenance of The Embarcadero and Davis Street street lighting shall be performed by the Bureau of Heat Light and Power (BLHP) as detailed in the Waterfront Transportation Projects MOU.
2. Justin Herman Plaza
   The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by DPW. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights will be owned and maintained by Rec/Park. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.
3. Ferry Building Plaza
   This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. The Public Transportation Department (PTD) will perform all maintenance of trackway lights as agreed in the Waterfront Transportation Projects MOU.

4. Ferry Building
   The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.
5. Herb Caen Promenade
   Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving and Concrete Walls:

1. Paving in Right of Way
   The manufactured stone pavers located between palm trees along The Embarcadero's southbound sidewalk fronting Block 202 and Justin Herman Plaza shall be maintained by DPW. Maintenance shall include sweeping and repair of pavers.
2. Herb Caen Promenade
   The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art elements within the project area, as detailed in the Waterfront Transportation Projects MOU.
3. Justin Herman Plaza:
   Concrete and brick paving within Justin Herman Plaza North and South and the North and South Belvedere Areas shall be maintained by Rec/Park; including sweeping and cleaning, and janitorial and trash services. Replacement and repair work of the paving shall be performed by Rec/Park. Graffiti removal on the precast concrete walls shall be performed by Rec/Park. Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance of the granite paving shall include sweeping, steam cleaning, replacement, and repair work.
4. Ferry Building Plaza
   Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.
5. Blocks 202 and 203
   Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete. Rec/Park shall maintain and clean concrete retaining walls on Block 203 at Davis Street.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

1. Street
   DPW shall remove graffiti and replace receptacles as needed.
2. Justin Herman Plaza
   Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by Rec/Park, but repair and replacement shall be performed by DPW. Trash receptacles in the North and South Belvedere shall be emptied by Rec/Park and replaced by DPW. Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by Rec/Park.
3. Ferry Building Plaza
   Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.

4. Herb Caen Promenade
   The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at Rincon Point Park.
5. Blocks 202 and 203
   New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Street Trees
   DPW shall maintain all street trees within the project limits, including London Plane trees lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
2. Justin Herman Plaza
   DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. Rec/Park shall maintain the new Gingkos (4) and Elms (6) in Justin Herman Plaza North; and their irrigation system. Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops. Rec/Park shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement. Rec/Park shall maintain the irrigation main lines and shall repair and replace sprinkler heads in the irrigation system for these lawn areas.
3. Ferry Building Plaza
   DPW shall maintain all London Plane trees and their irrigation system within the plaza.
4. Rincon Point Park
   The Port, as per previous agreements, shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.
5. Blocks 202 and 203
   Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos (7), and the new planter with shrubs and groundcover. Shrub planting and its irrigation along Davis Street shall be maintained by Rec/Park.
6. Median Planting at MUNI Metro Portal Structure
   DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

City and County of San Francisco

Department of Public Works
Project Management

June 24, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The Department of Public Works (DPW); Public Utilities Commission Bureau of Light, Heat & Power (BLHP); Public Transportation Department (PTD); Recreation and Park Department (Rec/Park); The Port of San Francisco (The Port) and The Boston Properties/Embarcadero Center (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. Lighting: Maintenance of lights shall include regularly scheduled relamping, cleaning of luminaires at time of relamping, touch-up painting of poles, and repair or replacement of luminaires and/or poles as needed.

1. Street

The Embarcadero will be illuminated by post top mounted, glass acorn luminaires with 100 watt, clear high pressure sodium lamps, except between Washington and Mission where streetlights will be double head, post top mounted, glass acorn luminaires with 150 watt, clear high pressure sodium lamps. Maintenance shall be performed by BLHP.

2-1. Justin Herman Plaza

The plaza will be lit by Path of Gold lights, Landscape lights and Palm uplights. Within the Market Street Pedestrian Zone, post top mounted, three luminaire Path of Gold lights with 100 watt, high pressure sodium lamps, will match existing lights lining Market Street. Path of Gold lights will be maintained by BLHP. The North and South Belvedere areas will be lit by landscape lighting, consisting of pole mounted, acrylic prismatic sphere ("globe") fixtures with 100 watt, clear high-pressure sodium lamps. Landscape lights are owned by Rec/Park but shall be maintained by DPW. Palm trees will be uplit by two tree mounted, 100 watt, PAR 38, wide flood lamps. Palm uplights will be owned and maintained by DPW. Maintenance of the landscape lights and palm uplights includes repair and replacement of luminaires, poles, and mounting brackets.

3~~1~~. Ferry Building Plaza

This plaza will be illuminated by Light Cannons, bollard lights, and trackway lights. Light cannons consist of three different levels of luminaires. Four 4 kw, 240 volt, 3 phase Xenon searchlights will cast light into the sky. Two lower levels will consist of four 100 watt, metal halide, PAR 38, 120 volt, h.i.d. well lights at each level. Bollards will be uplit by four 50 watt, low voltage, halogen well lights at each bollard. The Light Cannons and Bollard lights are DPW's property and will be maintained by DPW. Post top mounted, double arm, 150 watt, high-pressure sodium, teardrop fixtures belonging to PTD will illuminate the MUNI Trackway. PTC will perform all maintenance of trackway lights as agreed in the

Holes:
- ☐ corners
- ☐ top center
- ☐ bottom center
- ☐ left center
- ☐ right center
- ☐ none

F-Cal Coating:
- ☐ yes (standard)
- ☐ no

Lettering: Type
style _______ capital _yes
height _______

Special Instructions:
- ☐ Single face
- ☐ Double face

ggpsgn-prohibitions1

Waterfront Transportation Projects MOU.

4 ~~1~~. Ferry Building

The Port shall maintain light fixtures illuminating their building. This consists of post top mounted double arm metal halide uplights at the main entrance, and post top mounted metal halide prismatic spheres with upward throws at columns of the façade. Double head streetlights shall be maintained by BLHP as detailed under the Street heading above.

4 ~~1~~. Herb Caen Promenade

Streetlights lining the Promenade will be maintained by BLHP as detailed under the Street heading above. Along the water's edge at Rincon Point Park, post top mounted, glass acorn luminaires with 100 watt, clear high-pressure sodium lamps will be maintained by DPW.

B. Pedestrian Paving:

2. Sidewalks

Sidewalks along all streets within the project area shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. DPW shall also maintain manufactured stone paving located between palm trees at the interface between Justin Herman Plaza and the Ferry Building Plaza.

2. Herb Caen Promenade

The concrete Promenade shall be maintained by DPW. Maintenance shall include sweeping and repair of concrete. The Art Commission will maintain the art ribbon, historic signage and other art elements within the promenade area, as detailed in the Waterfront Transportation Projects MOU.

2. Justin Herman Plaza:

Concrete and brick paving within Justin Herman Plaza North and South shall be maintained by BP/EC; including sweeping and cleaning. Replacement and repair work shall be performed by Rec/Park. *Belvedere paving shall be maintained by Rec/Park or BP/EC.* Granite paving within the Market Street Pedestrian Zone shall be maintained DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.

2. Ferry Building Plaza

Granite paving shall be maintained by DPW. Maintenance shall include sweeping, steam cleaning, replacement, and repair work.

2. Parcel 202

Rec/Park shall maintain concrete pathways. Maintenance shall include sweeping and repair of concrete.

C. Site Furniture: Private scavenger firms shall empty trash receptacles, as discussed in the Waterfront Transportation Projects MOU.

3. Street

DPW shall remove graffiti and replace receptacles as needed.

3. Justin Herman Plaza

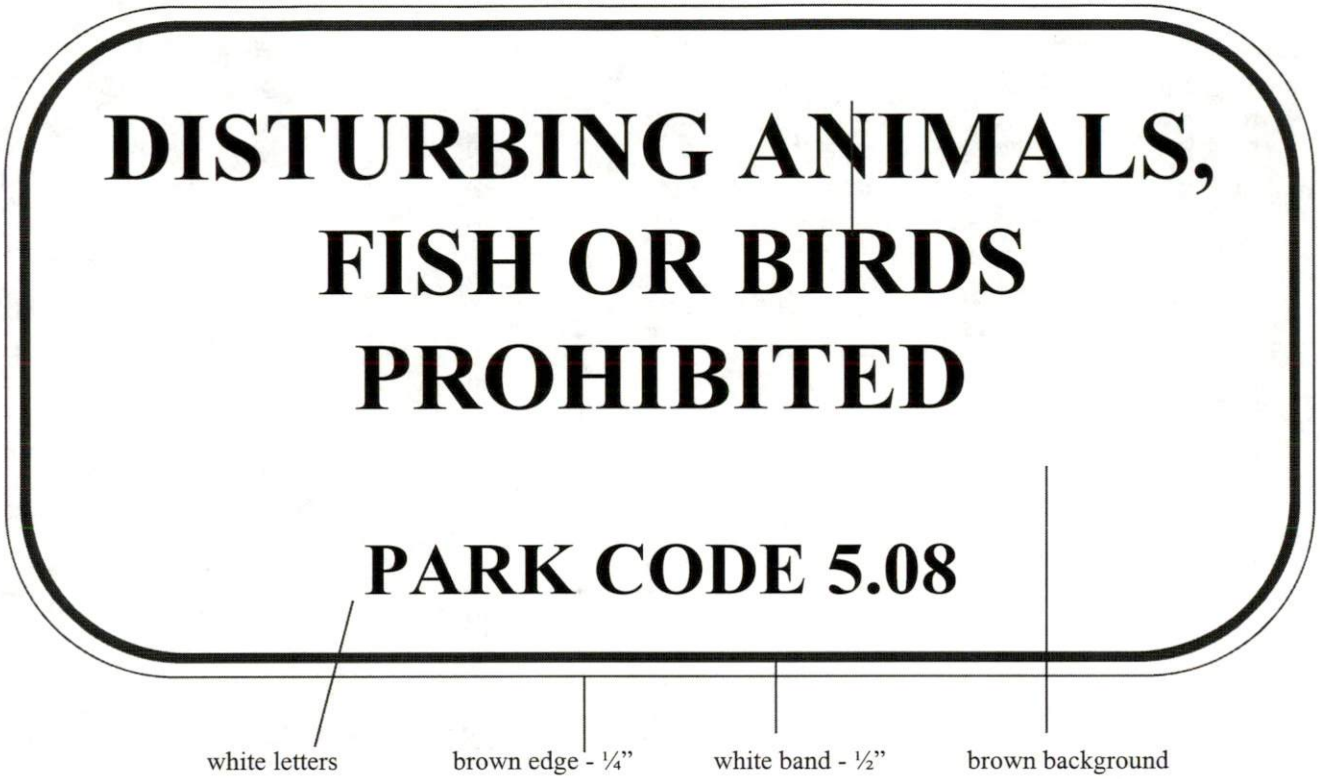
Benches in the North and South Belvedere Area, and Justin Herman South shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Benches in the Justin Herman Plaza North shall be maintained by BP/EC, but repair and replacement shall be performed by DPW. *Trash receptacles in the North and South Belvedere shall be emptied by BP/EC and replaced by DPW.* Trash receptacles in Justin Herman Plaza North and South shall be emptied and replaced by BP/EC.

3. Ferry Building Plaza

Benches shall be maintained by DPW. This work includes cleaning, repairing, and replacing. Trash receptacles shall be emptied and replaced by DPW.

3. Herb Caen Promenade

The Port shall maintain the concrete guardrail on the Seawall between Mission Street and the steps at


DISTURBING ANIMALS,
FISH OR BIRDS
PROHIBITED
PARK CODE 5.08
white letters
brown edge - ¼”
white band - ½”
brown background

Specifications: Park Sign

Sign Dimensions:
height :_____ length: ______
letter _______
line _______

Material:
- ☐ aluminum _________
  - thickness (standard) ______
- ☐ plywood _________
  - thickness ______
- ☐ other ________

Corners:
- ☐ rounded
  - radius ________
- ☐ squared

Colors:
lettering __white____
background __brown____
symbol/graphic _________
lines _______
other ________

Engineering Reflective Grade:
- ☐ yes (standard)
- ☐ no

Type/Stroke:
- ☐ A thinner
- ☐ B medium
- ☐ C thick - Standard Highway Font

Quantity: _________

Rincon Point Park.

3. Parcel 202

New furniture is not included in this Contract. Rec/Park shall maintain existing furniture.

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

4. Street Trees

DPW shall maintain all street trees within the project limits, including London Plane trees and Liquidambars lining sidewalks and Palm trees within the roadway medians. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.

4. Justin Herman Plaza

DPW shall maintain all Palm trees. DPW shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees. BP/EC shall maintain the new Gingkos and Elms in Justin Herman Plaza North; their irrigation system shall be maintained by Rec/Park. *BP/EC shall maintain all lawn areas within the North and South Belvedere areas and Justin Herman South; including mowing, fertilizing, and lawn replacement.* Rec/Park shall maintain the irrigation system for these lawn areas. but not day to day replacement of heads?

4. Ferry Building Plaza

DPW shall maintain all Liquidambar trees and their irrigation system within the plaza.

4. Rincon Point Park

DPW shall maintain all lawn; including mowing, fertilizing, and replacing lawn, and maintaining the irrigation system.

4. Parcel 202

Rec/Park shall maintain all planting and irrigation within this area. Planting includes lawn areas, existing trees, new Gingkos, and the new planter with shrubs and groundcover.

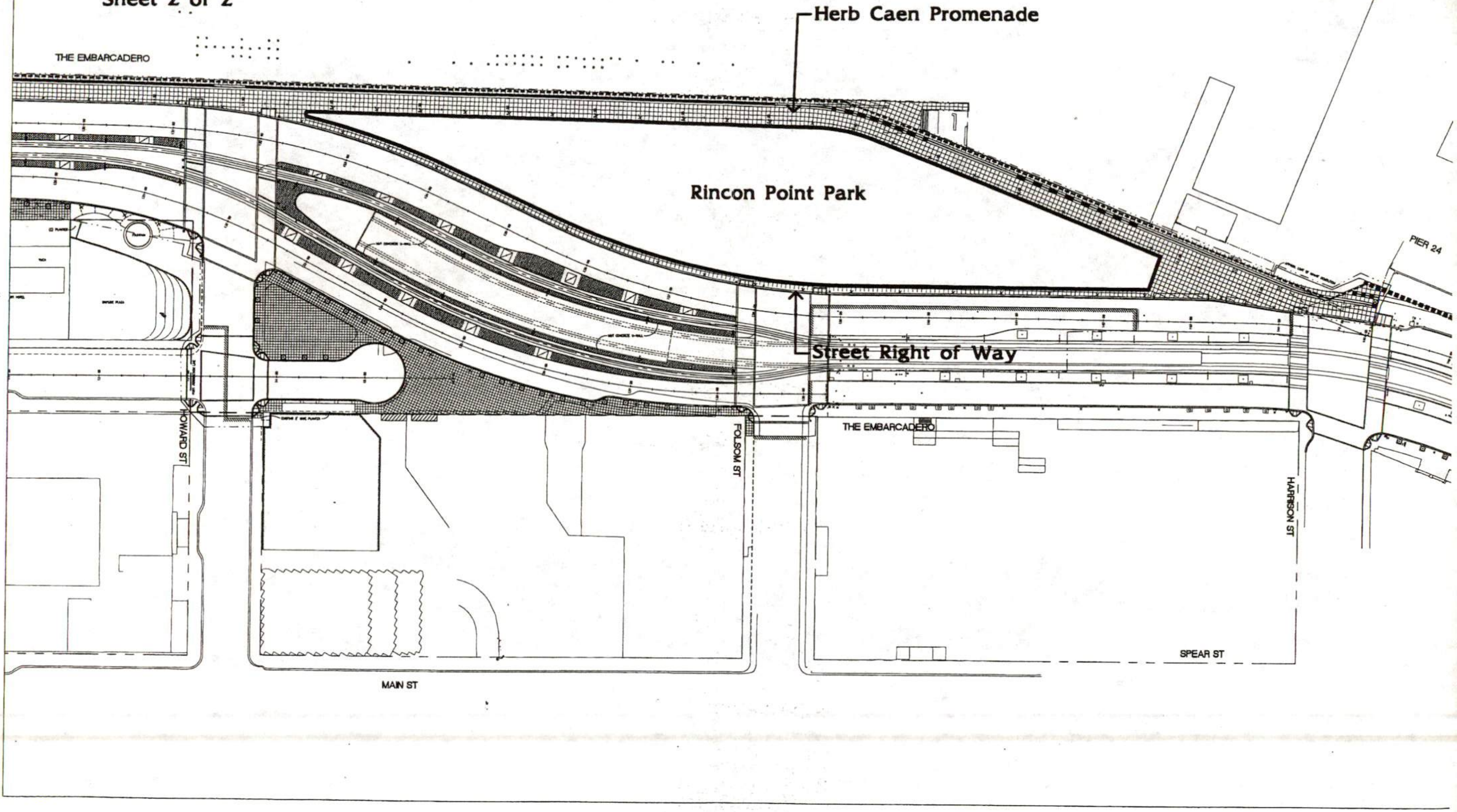
4. Median Planting at MUNI Metro Portal Structure

DPW shall maintain all planting and irrigation within this area. Planting includes decomposed granite mulch and shrubs.

E. Other: The Sewer Improvements and the Art Program shall be maintained as outlined in the Waterfront Transportation Projects Memorandum of Understanding, dated May 20, 1998.

KEY MAP

Maintenance Agreement
Mid Embarcadero
Sheet 2 of 2


Herb Caen Promenade
THE EMBARCADERO
Rincon Point Park
PIER 24
Street Right of Way
HOWARD ST
FOLSOM ST
THE EMBARCADERO
HARRISON ST
SPEAR ST
MAIN ST

City and County of San Francisco **Recreation and Park Department**

DATE: December 21, 2001

TO: Recreation, Parks and Planning Committee
Recreation and Park Commission

THRU: Elizabeth Goldstein, General Manager

FROM: Robert McDonald, Park Planner R

RE: Justin Herman Plaza North– Approval of a Revocable Permit

Agenda Item Wording:

Justin Herman Plaza North: Discussion and possible action approving a revocable permit to allow the property owners at Four Embarcadero Plaza (Boston Properties L.P.) to reconstruct and maintain a circular staircase along the westerly property line of Justin Herman Park North for improved, safer public access.

Background:

In 1978 the Recreation and Park Commission, under Resolution No. 11476 granted a revocable permit to construct a circular staircase between Justin Herman Plaza North and Embarcadero Plaza in order to provide improved public access. Under this permit, the Redevelopment Agency (original property owner) was granted a revocable permit to construct and maintain a stairway between Justin Herman Plaza North and the Embarcadero Plaza development in order to improve public access.

Boston Properties, the current owner of Embarcadero Plaza, is requesting to reconstruct this staircase in order to bring it up to current code compliance, design a safer staircase, update its appearance and improve proper public access identification between Embarcadero Plaza and Justin Herman Plaza North. Boston Properties would need to obtain an agreement from the Recreation and Park Commission prior to obtaining the necessary building permits to reconstruct these staircase improvements on park property.

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

Project Location

Justin Herman Plaza North is located in Supervisorial District Number 3 and is bound by Embarcadero Street to the east, Clay Street to the north, Market Street to the south and Four Embarcadero Plaza to the east (which consists primarily of office and retail uses). The reconstructed staircase is proposed along the westerly boundary of Justin Herman Plaza (abutting Four Embarcadero Plaza) approximately 150 feet south of Clay Street. (see attached Location Map and Plans).

Project Description

Justin Herman Plaza North is a relatively flat paved park consisting of seating, trees and landscaping. A grade separation exists between Justin Herman Plaza North and the main pedestrian plaza located on Four Embarcadero Plaza. This separation in grade requires the need for a public staircase and connection between these two public spaces.

The proposed staircase is located in the same location as previously granted by the Recreation and Park Commission, however the new staircase has been redesigned to provide safer pedestrian access, create an updated look and improve the public access connection between Justin Herman Plaza North and Four Embarcadero Plaza (see attached photo image). More specifically, the redesigned staircase includes the following components:

- Curved staircase with architectural concrete deck;
- Curved tempered glass guard rail with stainless steel hand rail;
- Steel member supports for staircase;
- Decorative lighting;
- Aluminum letter forms identifying "Embarcadero"; and
- Architectural pavement consisting of decorative stone and concrete.

Revocable Permit

Adjoining property owners wishing to obtain permission to construct improvements on park property for mutually beneficial purposes must obtain a revocable permit from the Department or Recreation and Park Commission. Staff believes that the staircase improvements support open space and recreational objectives in the park by maintaining and improving safe public access into Justin Herman Plaza North from adjoining properties.

A draft revocable permit and declaration of covenants, conditions and restrictions ("CCRs") have been prepared by the City Attorney for consideration by the Recreation and Park Commission *(see attached documents)*. In summary the permits and CCRs, which will be recorded on Boston Properties'adjoining parcel to the park, grant the property owner the right and duty to enter onto Justin Herman Plaza North in order to repair, maintain and reconstruct the staircase.

The permittee will provide insurance to protect the City and will indemnify the City from any claims or damages arising from future construction, maintenance, repair or use of the improvements. It should be noted that a revocable permit is not an easement or an interest in real property and can be revoked by the Commission at any time for any reason. The CCRs, however, will ensure that future owners of the property will be bound to provide the required insurance, to indemnify the City, to maintain and replace the improvements, and to maintain the permit area.

Use Fee

In lieu of charging either a one-time or on-going use permit fee for the existing improvements, Boston Properties has agreed to perform expanded steam cleaning and power washing services at Justin Herman Plaza North, areas of which were previously landscaped prior to improvements made under the Mid-Embarcadero project. The terms and conditions of this service will be negotiated as part of a separate Memorandum of Understanding between Boston Properties L.P. and the Recreation and Park Commission. Language has been added to the revocable permit that would allow the General Manager, in consultation with the Recreation and Park Commission, to consider a one-time or on-going use permit fee in the future, in the event that the language contained within the Memorandum of Understanding (MOU) for steam cleaning and power washing of Justin Herman Plaza is eliminated.

Environmental Review:

The proposed work was reviewed by the San Francisco Redevelopment Agency, who has prepared a Categorical Exemption for the project. The project has been deemed exempt under Section 15302 (b): Replacement of existing structure with a new structure located on the same site, with the same purpose and capacity as the structure replaced. The Categorical Exemption has been prepared and filed with the Redevelopment Agency.

Opposition:

None known.

Recommendation:

Approve.

People to Notify:

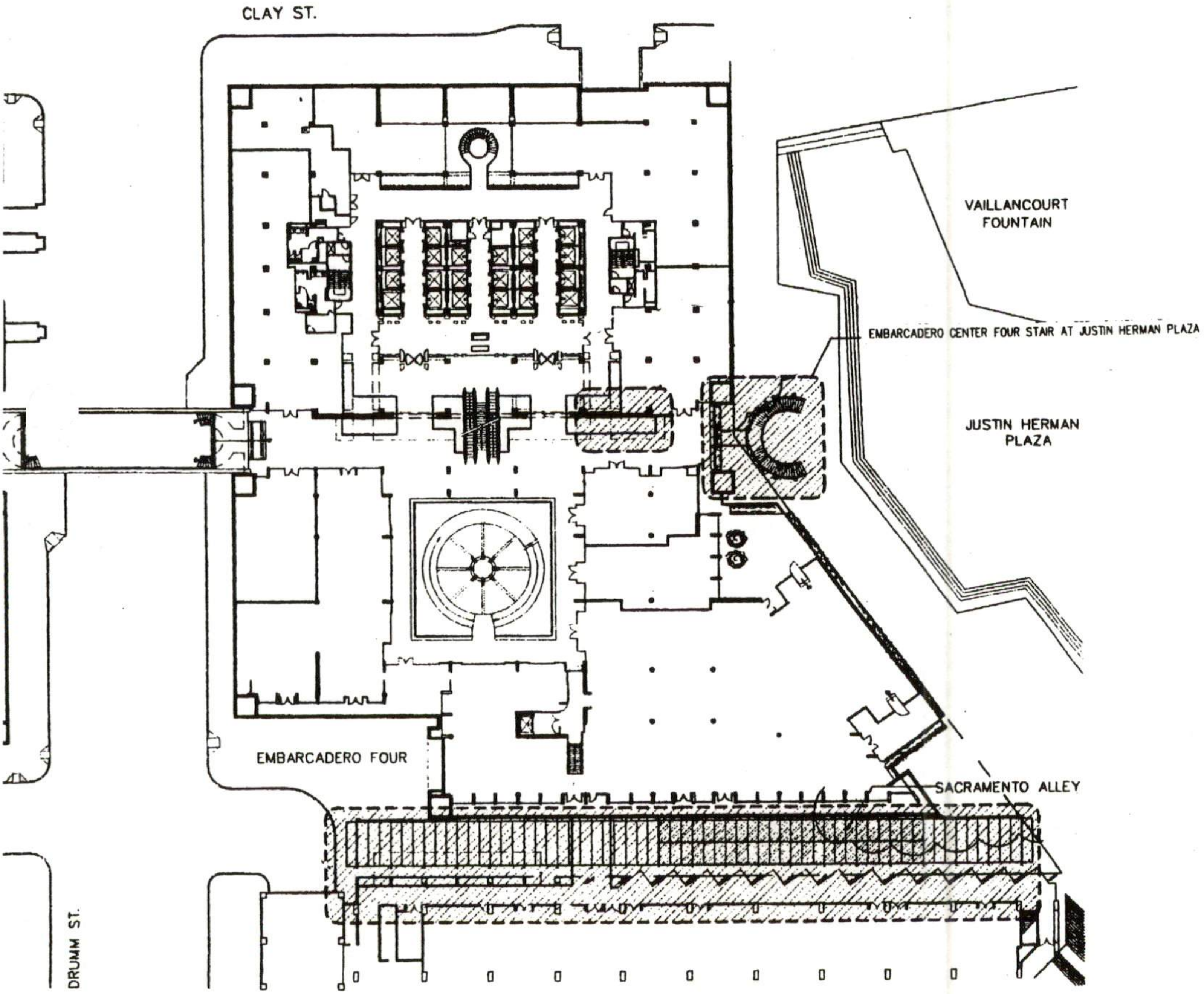
Justin Herman Plaza Mailing List,: Boston Properties L.P., Bob Pester; Skidmore, Owings & Merrill LLP

ATTACHMENTS

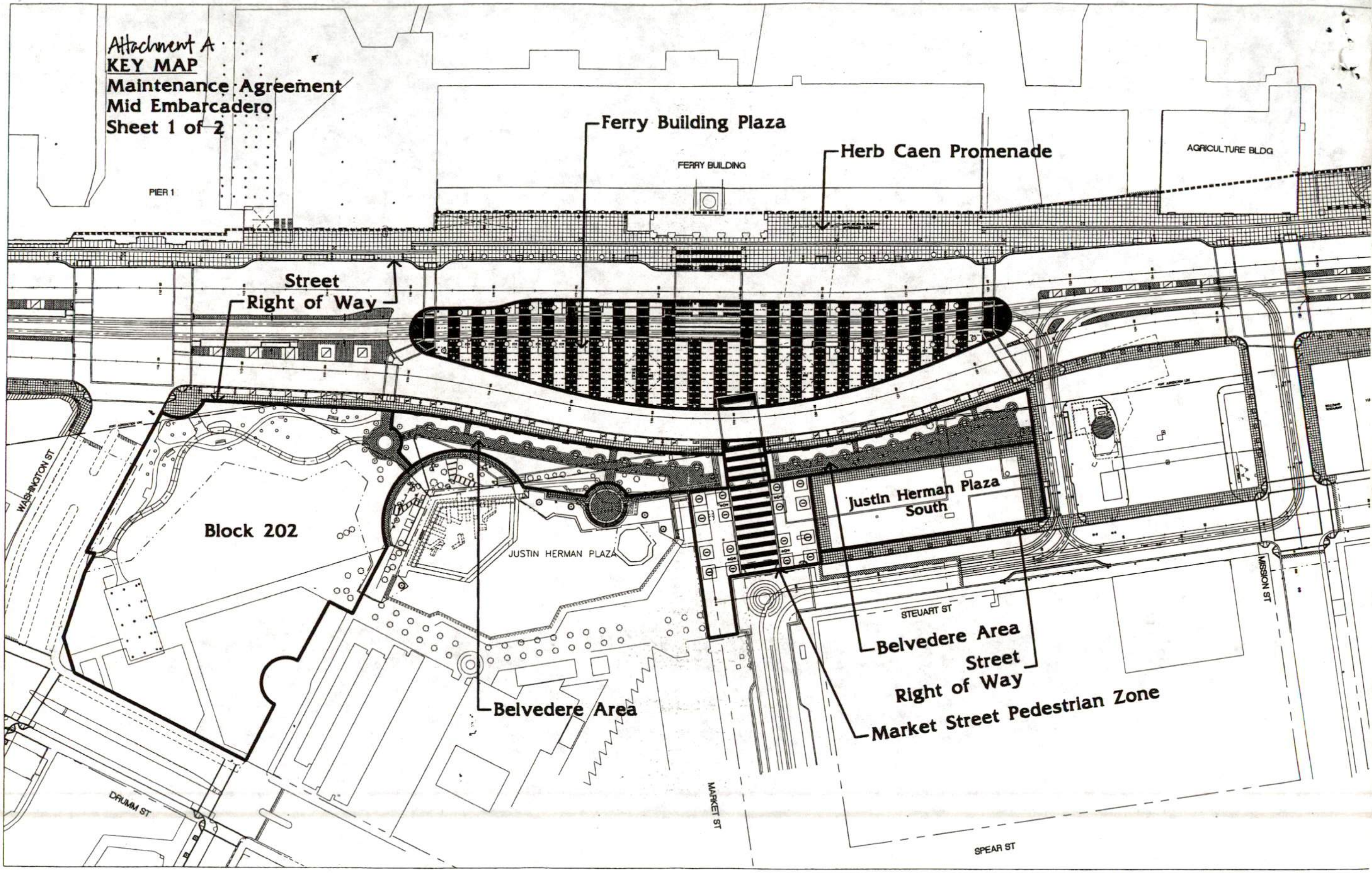
A. Location Map and Project Plans
B. Color Photo Image (Commission Only)
C. Revocable Permit
D. CCRs

c: Margaret McArthur

LOCATION MAP


CLAY ST.
VAILLANCOURT FOUNTAIN
EMBARCADERO CENTER FOUR STAIR AT JUSTIN HERMAN PLAZA
JUSTIN HERMAN PLAZA
EMBARCADERO FOUR
SACRAMENTO ALLEY
DRUMM ST.

Attachment A
KEY MAP
Maintenance Agreement
Mid Embarcadero
Sheet 1 of 2


Ferry Building Plaza
Herb Caen Promenade
FERRY BUILDING
AGRICULTURE BLDG
PIER 1
Street
Right of Way
WASHINGTON ST
Block 202
JUSTIN HERMAN PLAZA
Justin Herman Plaza
South
Belvedere Area
Street
Right of Way
Market Street Pedestrian Zone
Belvedere Area
STEUART ST
MISSION ST
DRUMM ST
MARKET ST
SPEAR ST

City and County of San Francisco **Recreation and Park Department**

March 29, 2000

[DRAFT]

MAINTENANCE AGREEMENT

Justin Herman Plaza and Belvedere Areas

Parties to this Agreement:
The Recreation and Park Department, and the Four Embarcadero Center Venture (4ECV).

Purpose of Agreement:
The purpose of this Agreement is to identify 4ECV's responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

Pedestrian Paving: Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- 4ECV shall maintain all concrete and brick paving.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.

2. Belvedere Areas North & South:
- 4ECV shall maintain all concrete and brick paving with the exception of graffiti removal.
- 4ECV shall not be responsible for the replacement and repair work of concrete and brick paving.
- ***TBD – responsibility for power washing and graffiti removal.***

Site Furniture: Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

Justin Herman Plaza North & South:
- 4ECV shall maintain benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the repairs and/or replacement of benches in Justin Herman Plaza North.
- 4ECV shall not be responsible for the maintenance, repair, and replacement of benches in Justin Herman South.
- 4ECV shall empty and replace all trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.

2. Belvedere Areas North & South:
- 4ECV shall not be responsible for the maintenance, repair, and replacement of all benches.
- 4ECV shall empty all trash receptacles.
- 4ECV shall not be responsible for the replacement of trash receptacles.
- 4ECV shall be responsible for maintaining all wall surfaces.
- ***TBD – responsibility for maintaining all wall surfaces.***

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

Phone: (415) 831-2779
Fax: (415) 831-2096

Planting and Irrigation: Irrigation system maintenance shall include all work beginning at the back of water meter to sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch and groundcover plantings.

1. Justin Herman Plaza North & South:

- 4ECV shall not be responsible for the maintenance of all Palm trees, as well as the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain the Elms (6) in Justin Herman Plaza North, but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the treatment and/or replacement of Elms if Anthracnose develops.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South:

- 4ECV shall maintain the new Gingkos (4), but shall not be responsible for the maintenance of their irrigation system.
- 4ECV shall not be responsible for the maintenance of all Palm trees, or for the adjustment, repair and replacement of the irrigation system servicing these trees.
- 4ECV shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- 4ECV shall not be responsible for the maintenance of the irrigation main lines, but shall be responsible for the repair and replacement of the sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration of 4ECV undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, 4ECV shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of 4ECV, or of any agent, employee or contractor of 4ECV, except for such claims, damages or liabilities arising out of the negligent acts or omissions of 4ECV, in the performance of the undertakings set forth in this agreement.

Approvals:

Joel Robinson, Acting General Manager
San Francisco Recreation & Park Department

Date

Bonnie Pybus, Manager
Four Embarcadero Center Venture

Date

City and County of San Francisco **Recreation and Park Department**

December 30, 1999

DRAFT

MAINTENANCE AGREEMENT
Waterfront Transportation Projects
Mid-Embarcadero Surface Roadway and F-Line Extension
Job #6094Q

Parties to this Agreement:

The City and County of San Francisco (the City), the Recreation and Park Department (Rec/Park), and the Four Embarcadero Center Venture (BP/EC).

Purpose of Agreement:

The purpose of this Agreement is to identify responsibility for maintenance of facilities at Justin Herman Plaza and the Belvedere areas that are to be constructed and/or installed under the Mid-Embarcadero Surface Roadway and F-Line Extension Project. See Attachment A for delineation of areas discussed below.

A. **Pedestrian Paving:** Maintenance of paving includes sweeping, cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- BP/EC shall maintain all concrete and brick paving.
- Rec/Park shall perform replacement and repair work.

2. Belvedere Areas North & South:
- BP/EC shall maintain all concrete and brick paving. ? BP/EC proposes to maintain daily, exept for hosing /washing of area
- Rec/Park shall perform replacement and repair work.

B. **Site Furniture:** Maintenance of site furniture includes cleaning, janitorial services, and graffiti removal. Maintenance does not include repairs or replacement unless otherwise noted.

1. Justin Herman Plaza North & South:
- BP/EC shall maintain benches in Justin Herman Plaza North.
- The City shall perform repairs and/or replacement of benches in Justin Herman Plaza North.
- The City shall maintain, repair, and replace benches in Justin Herman South.
- BP/EC shall empty and replace all trash receptacles.
- BP/EC shall be responsible for maintaining all wall surfaces.

McLaren Lodge, Golden Gate Park
501 Stanyan Street
San Francisco, CA 94117-1898

FAX: (415) 666-7130
Phone: (415) 831-2700

2. Belvedere Areas North & South:

- The City shall maintain, repair, and replace all benches.
- BP/EC shall empty all trash receptacles.
- The City shall replace trash receptacles as needed.
- BP/EC shall be responsible for maintaining all wall surfaces. – BP/EC not in agreement

D. Planting and Irrigation: Irrigation system maintenance shall include all work beginning ~~at the back of~~ from the water meter to the sprinkler heads. Tree maintenance shall include trimming, staking and replacing trees; and maintaining and replacing tree grates, mulch, and groundcover plantings, around trees

1. Justin Herman Plaza North & South:

- ~~The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.~~
- check BP/EC shall maintain the new ~~Gingkos (4) and~~ Elms (6) in Justin Herman Plaza North, and Rec/Park shall maintain their irrigation system.
- Rec/Park will be responsible for treatment and/or replacement of Elms if Anthracnose develops.
- BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas.

2. Belvedere Areas North & South: ← • BP/EC shall maintain the new Ginkos (4) in ~~JHP~~ the North Belvedere Area and Rec/Park shall maintain their irrigation system.

- The City shall maintain all Palm trees, and shall be responsible for adjusting, repairing and replacing the irrigation system servicing these trees.
- BP/EC shall maintain all lawn areas, including mowing, fertilizing, and lawn replacement.
- Rec/Park shall maintain the irrigation main lines, and PB/EC shall repair and replace sprinkler heads in the irrigation system for the lawn areas.

It is understood and agreed by all parties hereto, as well as the City and County of San Francisco (the "City"), that in consideration o PB/EC undertaking to perform the maintenance obligations set forth herein at its sole cost and expense and without compensation therefore, BP/EC shall have no responsibility, obligation or liability whatsoever to any of these parties hereto or to the City by reason of, or in any way arising out of, any act or omission of BP/EC, or of any agent, employee or contractor of BP/EC, except for such claims, damages or liabilities arising out of the negligent acts or omissions of BP/EC, *in the performance of the undertakings set forth in this agreement.*

call
John Miller 274-0291
re: verification of tree locations/irrigation